



423731

December 16, 2011

ATTORNEYS AT LAW

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CLIENT/MATTER NUMBER
043420-0101

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Michelle Kerr
Remedial Project Manager
U.S. Environmental Protection Agency - Region 5
Superfund Division (SR-6J)
77 West Jackson Blvd.
Chicago, IL 60604-3590

Re: Notice Letter Regarding the Chemetco Superfund Site in
Hartford, Illinois

Dear Ms. Kerr:

On behalf of our client, Johnson Brass & Machine Foundry, Inc. ("Johnson Brass"), I am writing to respond to the United States Environmental Protection Agency ("U.S. EPA") Region 5's November 2011 letter regarding general notice for the Chemetco Superfund Site (the "Site"). Johnson Brass appreciates receiving this update from U.S. EPA Region 5, and would like to continue to receive information about the Site.

With respect to Johnson Brass's potential liability for the contamination at the Site, Johnson Brass does not believe that it has any liability. As discussed in the enclosed May 23, 2008, letter from Johnson Brass to the Illinois Environmental Protection Agency, Johnson Brass arranged for the recycling of copper scrap as a recyclable material at the Site. Johnson Brass did not melt the scrap copper before sending it to Chemetco, the materials Johnson Brass sent to Chemetco met a commercial specification grade for which a market existed and were able to be used in the manufacture of new saleable goods as a replacement for raw materials, and Chemetco purchased the scrap copper materials for fair market value. As a result, Johnson Brass's arrangement with Chemetco was in compliance with the exemption for recycling materials provided for in Section 127 of the Comprehensive Environmental Response, Compensation and Liability Act, and Johnson Brass has no liability for the contamination at the Site.

Thank you for your time and attention to this matter. If you have any questions or if you would like to discuss this in more detail, please feel free to contact me via phone at (608) 258-4239, or via email at sslack@foley.com.



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Best regards,

A handwritten signature in black ink, appearing to read 'Sarah Slack', written in a cursive style.

Sarah A. Slack

Enclosure

cc: Thomas Pheister, Johnson Brass (via Email and U.S. Mail)

May 23, 2008

CLIENT/MATTER NUMBER
043420-0122

VIA EMAIL AND FEDERAL EXPRESS

Ms. Erin J. Rednour
Remedial Project Manager
Illinois Environmental Protection Agency
Bureau of Land
Division of Remediation Management
Mailcode 24
P.O. Box 19276
Springfield, Illinois 62794-9276
Email: Erin.Rednour@illinois.gov

VIA FEDERAL EXPRESS

Techlaw
Attn: Ann Anderson
205 West Wacker Drive
Suite 1622
Chicago, Illinois 60606

Re: Johnson Brass & Machine Foundry, Inc.'s Response to Request for Information Pursuant to Section 4(e) of the Illinois Environmental Protection Act, (Act, 415 Illinois Compiled Statutes (ILCS) 5/4(e)) and Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA or Superfund, 42 United States Code (U.S.C.) § 9601 et seq.)

Site: Johnson Brass & Machinery Foundry, Inc.
1198010003 – Madison County
Chemetco Site
1LD 048 843 809
Hartford/Madison County
Superfund/Technical Reports

Dear Ms. Rednour:

This letter provides Johnson Brass & Machine Foundry Inc.'s ("Johnson Brass" or "Respondent") response ("Response") to the Illinois Environmental Protection Agency's ("IEPA's") above referenced information request for the Chemetco Site ("Site") dated February 22, 2008. Mr. Mike Roubitchek granted an extension of time until May 23, 2008 for Respondent to prepare and submit this response to the Information Request.

Based on our review of the information currently available, and the recyclable materials exception under Section 127 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Johnson Brass does not have any liability at the Site. As indicated in the Response, Johnson Brass merely arranged for the recycling of copper scrap ("recyclable materials") at the Chemetco Site. The recyclable materials were not melted prior to



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being arranged to be recycled at the Site¹, met a commercial specification grade for which a market existed for the recyclable material, were able to be used in the manufacture of new saleable goods, were able to be used as a replacement for virgin raw materials, and were purchased by Chemetco for fair market value at the time of the transaction. Furthermore, Johnson Brass had no reason to believe that any hazardous substances were added to the recyclable materials. Johnson Brass merely arranged for the recycling of scrap metal. As a result, Johnson Brass's arrangement was in compliance with the requirements of Section 127 of CERCLA.

Notwithstanding the foregoing defense, Johnson Brass submits this Response based upon information currently available to Johnson Brass. Johnson Brass reserves the right to revise, amend and/or update this Response in the future if Johnson Brass obtains additional relevant or responsive information. Johnson Brass objects to the Information Request to the extent that it seeks privileged information or information beyond the scope of IEPA's legal authority. Without waiving these objections, or any of the objections identified below, Johnson Brass is responding to the Information Request as follows:

Request No. 1. *Identify the person(s) answering this Information Request on behalf of the Respondent.*

Response No. 1. The following person prepared this response on behalf of Respondent:

Lance Johnson
President
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440

Request No. 2. *Identify the person(s) consulted in the preparation of the answers to these questions.*

Response No. 2. The only other person consulted in preparing this Response was:

Thomas Pheister
Vice-President, Administration
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440

¹ See Infra, Response to question 6.



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Request No. 3. *Identify the parent corporation and all subsidiaries of the Respondent.*

Response No. 3. Respondent does not have a parent corporation or subsidiaries.

Request No. 4. *Identify all documents consulted, examined, or referred to in the preparation of the answers to these questions, and provide copies of all such documents.*

Response No. 4. Respondent conducted a diligent search for documents relating to the Site. Copies of the documents consulted in preparing this Response are included in Attachments A through E, numbered JB-R-0001 through JB-R-0154. With regard to Attachment A and the availability of specific quantities of recyclable materials for which Respondent arranged recycling at the Site, please note that Respondent's document retention policy is to purge historic invoices after seven years; as a result, the only available invoices for the arrangement of recycling of recyclable materials at the Site are for the period from January through October 2001. Note that Respondent did not arrange for the recycling of any materials at the Chemetco site after October 2001.

Request No. 5. *If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question or who may be able to provide additional responsive documents, identify such persons. Provide the current or most recent known address and telephone number of each individual identified.*

Response No. 5. Respondent has no information responsive to this request.

Request No. 6. *Describe your company's business activities which resulted in sending material to the Chemetco Site.*

Response No. 6. Respondent is a foundry and machine shop that centrifugally casts a variety of copper and aluminum based alloys to exacting customer standards. Respondent can create centrifugal forms from 10 – 10,000 pounds and machine them to required tolerances. Respondent purchases large pieces of copper, which it melts in its furnaces, forms with molds, and then machines to customers' specifications. The recyclable materials are generated as copper chips, turnings, or skimmings, through the preparation and machining process of finishing forms. Respondent could not reuse the copper chips, turnings, and skimmings because they are too small to properly melt in Respondent's furnace. As a result, Respondent historically sold the copper chips, turnings, and skimmings for recycling.

Request No. 7. *Identify all persons having knowledge or information about the generation, transportation to, treatment, disposal, or other handling of hazardous substances (including materials containing lead, cadmium, boron, copper, iron, manganese, mercury, nickel, selenium, sulfate, zinc or other heavy metals), by you, your contractors, subcontractors or by prior*



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owners and/ operators which relates or may relate to the Chemetco Site, including but not limited to persons who arranged for disposal of or transported hazardous substances to the Chemetco Site.

Response No. 7. The following persons were responsible for arranging for recycling of the recyclable materials at the Site:

Lance Johnson
President
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440

John Beecher
Outside Yard
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440

Dave Bruhn
Shipping Foreman
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440

Request No. 8. *Describe your policies and procedures for the handling, treatment, storage and/ or disposal of hazardous substances encountered in the course of your activities at the Site. Provide copies of records relating to this policy as well as its implementation.*

Response No. 8. See Response to question 18(b); Respondent has no further information responsive to this request.

Request No. 9. *Identify all individuals who currently have, or who previously had, responsibility for you company's environmental matters(e.g., responsibility for the disposal, treatment, storage, recycling, or sale of your company's wastes, scrap materials and/ or recyclable materials). For each, indicate the dates of the individual's employment and the nature of the individual's duties and responsibilities, and a description of the type of environmental information that the individual would possess.*

Response No. 9. The following individuals have/had responsibility for Respondent's environmental matters. Lance Johnson arranged for the recycling of recyclable materials at the Site.



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Ron Pupek, Jim McNulty and Paul Gies work/worked in Respondent's lab as metallurgists, and are/were also responsible for air quality and wastewater testing and monitoring, as well as for preparing required submissions under the Emergency Planning and Community Right to Know Act.

Lance Johnson
President
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440

Ron Pupek
Metallurgist
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440
Dates of employment: November 1987 through June 2000.

Jim McNulty
Metallurgist
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440
Dates of employment: February 2001 through April 2005, and March 2007 through present.

Paul Gies
Metallurgist
Johnson Brass & Machine Foundry, Inc.
270 N. Mill St.
Saukville, WI 53080
(262) 377-9440
Dates of employment: July 2005 through March 2007.

Request No. 10. *Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. 9627, sent to the Chemetco Site.*

Response No. 10. The recyclable materials that Respondent arranged to have recycled at the Site were not melted prior to going to the Site, met a commercial specification grade,



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a market existed for the recyclable materials, the recycled materials were capable of being used as feedstock for the manufacture of new salable products, the recyclable materials could have been a replacement or substitute for a virgin raw material, and the price paid for the recyclable materials was fair market value at the time of the transaction.

Request No. 11. *Was any shipment of material sent to the Chemetco Site ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.*

Response No. 11. No.

Request No. 12. *Was any material shipment sent to the Chemetco Site ever subject of a change in payment terms because of increase of handling costs or any problem with the material sent to the Site? If so, describe this even in detail, including its cause and outcome.*

Response No. 12. No.

Request No. 13. *Provide copies of the Material Data Safety Sheets for any materials disposed of or shipped to or stored at the Chemetco Site.*

Response No. 13. Material Safety Data Sheets for the recyclable materials Respondent arranged to have recycled at the Site are provided in Attachment C.

Request No. 14. *Have you ever received a formal Information Request [similar to this one] from local, state or federal government, by virtue of your transportation of hazardous substances or other waste materials to the Site. If so, describe in detail and provide any records associated with such legal action.*

Response No. 14. No.

Request No. 15. *Specify whether your company was ever the subject of legal action by any party, including the government, by virtue of your transportation of hazardous substances or other waste materials to the Site. If so, describe in detail and provide any records associated with such legal action.*

Response No. 15. Respondent has not been the subject of any legal action related to the Site.

Request No. 16. *Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.*

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Response No. 16. Respondent objects to this request because it seeks information that is not relevant to the presence, release or disposal of waste materials at the Site and is not relevant to an initial determination of liability. Furthermore, this request is not relevant because Respondent has not raised any issues relating to an inability to pay. Notwithstanding these objections, Respondent provides a copy of the relevant insurance policy identified in Attachment D.

Request No. 17. *List all USEPA, RCRA and State of Illinois Identification Number(s) of your company.*

Response No. 17. Respondent's RCRA ID number is WID006091813, which is currently inactive.

Request No. 18. *Identify all transactions or agreements for disposal in which your company disposed of, arranged for the disposal or treatment of, transported, or arranged for the transportation of any material or item, scrap materials, waste materials to the Site (including but not limited to drosses, slags, sludges, powders or combustible materials).*

Response No. 18. Respondent's invoices for arranging for recycling of recyclable materials at the Site are provided in Attachment A, and records regarding payment from Chemetco for the recyclable materials are provided in Attachment B.

In addition:

(a) *Identify whether the materials were sent pursuant to a contractual arrangement and, if so, describe the terms of that arrangement.*

Response No. 18(a). Respondent has no information responsive to this request.

(b) *Identify whether the materials were delivered directly to the Chemetco Site or were trans-shipped there from another intermediate delivery point. If applicable describe each such delivery point.*

Response No. 18(b). Chemetco picked the recyclable materials up at Respondent's facility, and Respondent has no further information responsive to this request.

(c) *Identify the persons involved in sending such material to the Site.*

Response No. 18(c). Please see Response to question 7.

(d) *State the dates on which each such persons may have transported or delivered for transport such material.*



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Response No. 18(d). Respondent arranged for the recycling of recycled materials at the Site from January 1997 through October 2001. Please see Attachments A and B for more information.

(e) *Describe the source of or the process that produced the materials.*

Response No. 18(e). See Response to question 6.

(f) *Describe the materials or items, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.*

Response No. 18(f). The materials were in solid form and consisted primarily of copper chips, turnings, and skimmings, as well as several incidental pieces of scrap steel. Please see Attachment C for the chemical content of the recyclable copper materials.

(g) *Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.*

Response No. 18(g). Respondent only arranged for the recycling of recyclable materials at the Site; Respondent has no further information responsive to this request.

(h) *State whether any of the material was ever tested by your company and if so, whether the hazardous substances exhibited any of the characteristics of a hazardous was identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. 261, Subpart C.*

Response No. 18(h). No.

(i) *Describe what was done to materials once they were brought to the Chemetco Site, including any further processing of the materials.*

Response No. 18(i). Respondent has no information responsive to this request.

(j) *Describe as precisely as possible any and all of the locations at which each hazardous material involved in such transactions actually was disposed or treated.*

Response No. 18(j). Respondent has no information responsive to this request.

(k) *Describe any measures taken by the Respondent prior to or during each arrangement to determine the compliance history of the Site where the treatment of disposal would actually take place.*

Response No. 18(k). Respondent has no information responsive to this request.



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Request No. 19. *Describe in general detail the types of material that your company arranged for the transportation of or transported for recycling at Chemetco. In your response, please provide answers to the following.*

(a) *Give the generic name of each type of materials shipped to Chemetco (e.g., scrap metal, batteries, scrap paper, scrap plastic, scrap textile (scrap material), scrap electronic equipment, etc.)*

Response No. 19(a). Respondent primarily arranged for the recycling of the following types of recyclable materials at the Site: chips, turnings, skimmings, slag, recyclable refuse, and mixed turn.

(b) *Specify the quantity (volume and weight) of materials your company sent to Chemetco for recycling on a year by year basis.*

Response No. 19(b). As previously indicated, because of Respondent's document retention policy, Respondent only has invoices for materials arranged to be recycled at the Site for the period from January through October 2001. In 2001, Respondent arranged for the recycling of 894,777 pounds of recyclable copper materials, and approximately 25,000 pounds of steel, at the Site.

Request No. 20. *Provide any additional information and all documents that you believe relate to the type, nature and characteristics of the materials your company sent to the Chemetco Site.*

Response No. 20. See Attachments A, B and C; Respondent has no further information responsive to this request.

Request No. 21. *For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:*

(a) *List the years in which your company sent scrap metal to Chemetco and/ or broker for recycling. In this list state the type and approximate quantity, volume and weight of scrap metal sent for each year.*

Response No. 21(a). Respondent arranged for the recycling of recyclable materials at the Site from January 1997 through October 2001. See Response to question 19(b).

(b) *Did a market exist for the scrap metal listed in your response to 21(a) above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification*



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grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).

Response No. 21(b). Yes. Respondent has sold, and continues to sell, its recyclable materials to a variety of recyclers, including Miller Compressing, H. Krammer and Northern Indiana Metals.

(c) What commercial specification grade did the scrap metal listed in your response to question 21(a) meet? Identify/ list the commercial specification grades that each scrap metal identified in 21(a) met.

Response No. 21(c). The recyclable copper generally consisted of 815 or 815-40 materials. See Attachment C for further information on the specifications of this material.

(d) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in you response to question 21(a)? Did this include burning as fuel, or for energy recovery, or incineration?

Response No. 21(d). Respondent has no information responsive to this request. However, based on the value and type of scrap metal materials arranged to be recycled at the Site, Respondent does not believe the recyclable materials were burned as fuel, or for energy recovery or incineration.

(e) After sale, transfer, delivery, or disposal, what portion of the scrap metal listed in your response to question 21(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.

Response No. 21(e). Respondent has no information responsive to this request. However, the quality of the recyclable materials arranged to be recycled at the Site were of a quality which could be used as feedstock for manufacturing of new saleable products.

(f) Could the scrap metal listed in you response to question 21(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.

Response No. 21(f). Yes, the recyclable materials could have been used as a replacement or substitute for a virgin raw material. See also Response to question 21(c).



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(g) Could any products made from the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

Response No. 21(g). Yes, the products made from the recyclable materials arranged to be recycled at the Site could have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material. See Response to question 21(c).

(h) Did your company melt the scrap metal listed in your response to question 21(a) before it was transported/ delivered to the Site? If yes, describe the process used for melting the scrap metal. In addition, explain whether Chemetco ever received for processing "dross" or "skimmings" or "sludges" at the Site.

Response No. 21(h). See Response to question 6. Respondent did not re-melt any of the recyclable materials prior to arranging for recycling at the Site. Respondent did arrange for the recycling of skimmings at the Site, and the content of the skimmings was primarily copper.

(i) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?

Response No. 21(i). Respondent's sale of recyclable materials to Chemetco was an outright sale.

(j) Describe the source of or the process that produced the materials.

Response No. 21(j). See Response to question 6.

Request No. 22. *Did any of the scrap material sent to Chemetco contain other material(s) incident to or adhering to the scrap? If so, describe in detail.*

Response No. 22. As part of the machining process, Respondent applies a water soluble coolant, Benz-Kool 900 (MSDS attached as Attachment E), to the products. Recyclable materials that result from the machining process (i.e., chips and turnings) are placed in barrels where any incidental coolant is allowed to drain off of the recyclable materials. Respondent then uses a vacuum system to reclaim the drained coolant for reuse in the machining process. Because of the cost of coolant, Respondent makes every effort to reclaim all of the coolant for reuse. As a result, although an incidental de minimus amount of coolant may adhere to the recyclable materials, the gross majority of the coolant is reclaimed for reuse in Respondent's operations.



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Request No. 23. *Did any of the material sent to Chemetco contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at Chemetco, after being received at the Site, or was the wire not stripped?*

Response No. 23. No.

Request No. 24. *Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.*

Response No. 24. Respondent arranged for the recycling of the recyclable materials by placing the materials in barrels and boxes. The barrels Respondent uses are clean, refurbished barrels that arrive at Respondent's facility empty and which are purchased specifically for storing and sorting recyclable materials. See Response to question 22 regarding incidental adherence of liquids to the recyclable materials arranged for recycling.

Request No. 25. *Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap metal identified in your response to questions 21(a).*

Response No. 25. Respondent has no information responsive to this request.

Request No. 26. *What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or local environmental regulations or standards, and any amendments with respect to scrap metal?*

Response No. 26. See Response to question 28.

Request No. 27. *Describe the efforts your company undertook with respect to the management and handling of the scrap metal listed in your response to question 21(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.*

Response No. 27. Respondent's arrangement of recycling of the recyclable materials was a common industry practice at the time of the transaction.

Request No. 28. *Provide all information in your possession that shows that your company was in compliance with applicable Federal, State, and local environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap metal listed in your response to question 21(a).*

Response No. 28. The recyclable materials that Respondent arranged to have recycled at the Site were not melted prior to going to the Site, met a commercial specification grade,



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a market existed for the recyclable materials, the recycled materials were capable of being used as feedstock for the manufacture of new salable products, the recyclable materials could have been a replacement or substitute for a virgin raw material, and the price paid for the recycling materials was fair market value at the time of the transaction.

Best regards,

A handwritten signature in black ink, appearing to read 'Sarah A. Slack', written over a horizontal line.

Sarah A. Slack

Encls.

cc: Lance Johnson (Via Federal Express)
Thomas H. Pheister (Via Email and Federal Express)

ATTACHMENT A
(# JB-R-0001 – JB-R-0089)

Johnson Brass & Machine Foundry, Inc.

PO BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
10/26/2001	00190001

PLEASE DRAWER #756
REMIT TO: MILWAUKEE, WI 53278-0756

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/25 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
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19,884	Recyclable Refuse			2017/1	4010.60	
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17,308	PLS-TURNINGS			49/1	8460.92	
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TOTAL DUE: \$12,491.52

TRM Delivery Ticket #44067 dated 10-22-01

Copper Commex is .5210 for 10-22-01

Copper Value per this invoice is .5210x.37x.57=.2017

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 8, 7 and 12 of the Fair Labor Standards Act, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0001

DELIVERY TICKET

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080

Bjm
Est.
1905

No 44067

Telephone (414) 377-9440

CHEMETCO

DATE: 10-22-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
2 SKIDS	SLAG	11539#	GROSS - 430# TARE = 11,109# NET.
20 DRUMS	MIXED TURN	9725#	GROSS - 950# TARE = 8775# NET
15 SKIDS	44 DRUMS	815 TURN. 19398#	GROSS - 2090# TARE = 17,308# NET
			40,662# TOT GROSS

Received By: C. Bley

Date Received: 10/22/01

10-24-02
Chin

please in voice: Lamo

815 #17,308
X .49
\$8,480.92

5149 #11,109
X .2017
\$2,240.68

Mixed #8725
X .2017
\$1,769.91

\$12,491.51 total

- Copper Commex in .6210 for 10-22-02
- Copper Value per this invoice in .6210 X .57 X .57 = .2017
- if net weights do not match contact Lamo J.

49,662

INCOMING AND OUTGOING METALCOMPANY CHEMETCODATE 10-22-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
52A6 ✓	2626			1	80
✓	3759			1	80
✓	2622			1	80
✓	2532	1	4		190
	11,539# GROSS - 430# TARE =				11,109# NET.
Mix	1012	1	4		190
	1972	1	4		↑
	2764	1	4		
	2370	1	4		↓
	1607	1	4		190
	9725# GROSS - 950# TARE =				8775# NET.
815	2565	1	4		190
815	2246	1	4		↑
	1090	1	4		
	1125	1	4		
	1745	1	4		
	1090	1	4		
	1052	1	4		
	2204	1	4		
	2097	1	4		
	1540	1	4		↓
	2664	1	4		190

19,398# GROSS - 2090# TARE = 17,308# NET

Johnson Brass & Machine Foundry, Inc.

PO BOX 279 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
10/16/2001	09180757
PLEASE REMIT TO:	DRAWER #758 MILWAUKEE, WI 53278-0758

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Calthron Avenue
Harvey, IL 60426

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

24,112#	Recyclable Refuse			.2094/#		5049.05
13,210#	315-TURNINGS			.497/#		6472.90
8,005#	315-40 TURNINGS			.477/#		3762.35

TOTAL DUE: \$15284.30

JBM Delivery Ticket #44036 dated 10-1-2001

Copper-Comrex is .6446 for 10-1-01

Copper Value per this invoice is $.6446 \times .57 \times .57 = .2094$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0004

DELIVERY TICKET

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080

Bjm
Est.
1905

No 44036

Telephone (414) 377-9440

CHEMETCO

DATE: 10-1-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
4 DRUMS	SLAG	2779# GROSS - 190# TARE = 2589# NET	
SCRAP CASTINGS - P165		8361# GROSS - 135# TARE = 8226# NET	
26 DRUMS	MIX TURN.	14572# 14572# GROSS - 1275# TARE = 13,297#	
35 DRUMS	815 CHIPS	14,885# GROSS - 1675# TARE = 13,210#	
16 DRUMS	815-40 CHIPS	8765# GROSS - 760# TARE = 8005# NET	
		49,362# GROSS	
Received By: <i>[Signature]</i>		Date Received: 10/1/01	

10-1-02

Chris:

Invoice This week for October

Cancel

Slag # 2589

$$\begin{array}{r} \times .2094 \\ 2589 \\ \hline 542.15 \end{array}$$

Castings # 8226

$$\begin{array}{r} \times .2094 \\ 8226 \\ \hline 1,722.52 \end{array}$$

Mixed turnings # 13,297

$$\begin{array}{r} \times .2094 \\ 13,297 \\ \hline 2,784.39 \end{array}$$

815 # 13,210

$$\begin{array}{r} \times .49 \\ 13,210 \\ \hline 6,472.90 \end{array}$$

8154 # 8005

$$\begin{array}{r} \times .47 \\ 8005 \\ \hline 3,762.35 \end{array}$$

Total \$15,284.29

- Copper/Comm is. 6446 for 10-1-02

- Copper Value per this invoice is . 6446 x .57 x .57 = .2094

- if net weights do not match contact James J.

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 10-1-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	2779	1	4	2779	190
				-190	
SCRAP	2291	1		2389	45
PIGS	2803	1		4361	45
	3267	1		-135	45
				4226 [#]	
mix	2140	1	4		190
	2275	1	4		
	2405	1	4	14,572 [#]	
	2403	1	4	-1275 [#]	
	1480	1	4	13,297 [#]	
	2575	1	4		190 [#]
	1294	1	2		135 [#]
815	1876	1	4		190
	1599	1	4		190
	1037	1	3		155
	2297	2	8		380
	1586	1	4		190
	2344	1	4		190
	2426	1	4		190
	1723	1	4		190
14,895 [#] GROSS - 1675 [#] TARE =					13,210 [#] NET

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 10-1-01

[illegible]

JB-R-0007

49362# TOT GROSS

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
09/29/2001	00190640
PLEASE DRAWER #756 REMIT TO: MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Cathron Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

39.402# Recylable Refuse

.2111/4 8317.76

TOTAL DUE: 8317.76

JBM Delivery Ticket #40896 dated 9-28-01

Copper Commex is .65005 for 9-28-01

Copper Valve per this invoice is .65005 x .57x.57=.2111

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0008

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 40896

Telephone (414) 377-9440

DELIVER TO:

Chamnetco

DATE:

9.28-01

REF: JBM P.O. Nbr.:

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
1 Skid	4 Drums	Mix torn.	3257# gross.	- 190# tare = 3067# net
2 Skids	7 bags	slag	39735# gross	- 1700# tare = 36335# net

Received By:

C. Berry

Date Received:

9/28/01

Chris
Invoice in September

Copper Comm 9-28-02 is .65005

Copper Value per This invoice .6500 x .57 x .57 = .2111

If net weights do not match contact Camer

~~8,317~~ 8,317.25 total

#3067 Mixed

x .2111

\$647.44

#36,335 slag

x .2111

7,670.30

INCOMING AND OUTGOING METAL

COMPANY.

DATE _____

<u>ALLOY</u>	<u>GROSS WGT</u>	<u>#PALLETS</u>	<u>#DRUMS</u>	<u>#BXS</u>	TOTAL <u>TARE WGT</u>
	3171			1	80
	2922			1	80
	2553	1	4		190
	2808	1	4		190
	4082			1	80
	3884			1	80
	5529			1	80
	1583			1	80
	3460			1	80
	2598	1	4		190
	2286	1	4		190
	2298	1	4		190
	2561	1	4		190
Mix	3257	1	4		190

42,991

Iron Brass & Machine Foundry, Inc.

BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
08/31/2001	00180277
PLEASE REMIT TO:	DRAWER #756 MILWAUKEE, WI 53278-0756

SOLD TO:

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

SHIP TO: (If Different From Sold To)

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

39,672#	Recylable Refuse				.2256/#	8950.00
1,022#	815-TURNINGS				.49/#	500.78

TOTAL DUE: 9450.78

IBM Delivery Ticket #44904 dated 8-28-01

Copper Commex is .6945 for 8-28-01

Copper Value per this invoice is $.6945 \times .57 \times .57 = .2256$

If net weights do not match contact Mr. Lance Johnson

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0011

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

NO 44904

Telephone (414) 377-9440

DELIVER TO:

CHEMETCO

DATE:

8-28-01

REF: JBM P.O. Nbr.:

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
12 BXS	SKIDS	SLAG 32,298#	GROSS - 1510#	TARE = 30,788# NET
4 SKIDS	16 DRUMS	MIX TURN 9644#	GROSS - 760#	TARE = 8884# NET
1 SKID	30 DRUMS	815 TURN 1177#	GROSS - 155#	TARE = 1022# NET
			43,119# TOT GROSS	

Received By:

Date Received:

Comelan

Chin: Please invoice for August -

Copper Commex is .6945

Copper Value is .6945 X .57 X .57 = .2256

Weights do not match Contact Lance J.

Slag # 30,788
X .2256
6,945.72

Mixed Turnings # 8884
X .2256
2,004.23

815 # 1022
X .49
500.98

= \$ 9,450.72
Lance

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 8-28-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG					
X	2346	1	4		190
X	2592	1		1	80
X	3305			1	
T	5299			1	
X	3167			1	
X	1314			1	80
A	2313	1	1	1	80
X	2645	1	4		190
X	2638	1	4		190
A	2587	1	4		190
X	1541			1	80
X	2551	1	4		190
32,298# GROSS - 1510# TARE =					30,788# NET
<hr/>					
815	1	1177	3		155
<hr/>					
A	2679	1	4		190
A	1827	1	4		
A	2374	1	4		
max X	2764	1	4		190
TURN	9,644# GROSS - 760# TARE = 8884# NET				

Johnson Brass & Machine Foundry, Inc.

PO BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
08/27/2001	00180187
PLEASE DRAWER #756 REMIT TO: MILWAUKEE, WI 53270-0756	

SOLD TO:

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

SHIP TO: (If Different From Sold To)

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

33,488# Recyclable Refuse

.2118/# 7092.76

87092.76

IBM Delivery Ticket #44871 dated 8-10-2001

Copper Commex is .6520 dated for 8-10-2001

Copper Value per this invoice is .6520x.57x.57=.2118

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0014

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET
No 44871

Telephone (414) 377-9440

CHEMETCO

DATE:

8-10-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
45KIDS	SLAG	22,649#GROSS - 790#TARE = 21,869#NET	
KIDS 27DRMS	MIXED TURN	12,914#GROSS - 1295#TARE = 11,619#NET	

Received By:

C. By

Date Received:

8/10/01

- Copper commex is .6520 dated 8-10-01

- Copper Value is .6520 X .57 X .57 = .2118

- if net weights do not match contact (uncle T).

6520

Slag # 21,869

X .2118

4,631.85

11,619 mixed

X .2118

2460.90

\$ 7,092.75

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 8-10-01

	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG					
✓ 4129				1	80
✓ 4158				1	80
✓ 3476				1	80
✓ 2633				1	80
✓ 2683	1	4			190
✓ 2740				1	80
✓ 2830	1	4			190
22,649#	GROSS -	780#TARE =	21,869#	NET	
MIX ✓ 531	1	4			190
✓ 2565	1	4			190
✓ 1289	1	4			190
✓ 2002	1	4			190
✓ 1455	1	3			155
✓ 2233	1	4			190
U 2839	1	4			190

12:54

12914#GROSS- 1295#TARE= 11,619#NET

Johnson Brass & Machine Foundry, Inc.

P.O. Box 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
08/27/2001	00190136
PLEASE DRAWER #756 REMIT TO: MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

62424	815-TURNINGS			.46/#		2871.32
-------	--------------	--	--	-------	--	---------

TOTAL DUE: \$2871.32

JBM Delivery Ticket #44872 dated 8-10-2001.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0017

NO 44872

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080

Est.
1909

Telephone (414) 377-9440

IVER TO: CHEMETCO

DATE: 8-10-01

REF: JBM P.O. Nbr.:

Received By:

C. Bey

Date Received:

8/10/01

Chin please invoice # 6242
X. 46

x. 46

\$2,871³²

44

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO DATE 8-10-01

DATE 8-10-01

[illegible]

7, 192

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
07/31/2001	00179973
PLEASE REMIT TO: DRAWER #750 MILWAUKEE, WI 53278-0750	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

42,504# Recyclable Refuse

.2189/4 9304.12

\$9304.12

JBM Delivery Ticket #44865 dated 7-30-01

Copper Commex is .6740 for 7-30-01

Copper Value per this invoice is $.6740 \times .57 \times .57 = .2189$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0020

DELIVERY TICKET

No 44865

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



Telephone (414) 377-9440

CHEMETCO

DATE: 7-30-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
BOXES	SLAG 39,244#	GROSS - 1590#	TARE = 37,654# NET.
MIX TURN	5230#	GROSS - 380#	TARE = 4850# NET.
		44,474#	GROSS WT.

Received By:

Date Received:

7-31-01
 Check
 Invoice for
 July
 1/6/01

- Copper Content is .6740 for 7-30-01

- Copper Value is .6740 x .57 x .57 = .2189

- if net weights do not match contact Lance J.

Slag # 37654
 x .2189

 \$8,242.46

Mixed # 4850
 x .2189

 \$1,061.60

Total \$ 9,304.12

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 7-30-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	2646			1	80
	4273			1	80
	2983	1	4		190
	2077			1	80
	2430	1	4		190
	2708	1	4		190
	2570			1	80
	3174			1	80
	3204			1	80
	3868			1	80
	2044	1	4		190
	2709			1	80
	4558	1	4		190
	39,244#	GROSS -		1590#	TARE = 37,654# NET
MIX	2616	1	4		190
TURN	2614	1	4		190
	5230#	GROSS -		380#	TARE = 4850# NET

Johnson Brass & Machine Foundry, Inc.

P.O. Box 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7088



DATE	INVOICE
07/16/01	00179778

PLEASE DRAWER #756
REMIT TO: MILWAUKEE, WI 53278-0756

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/20 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
28,302#	Recyclable Refuse			.2238/#		6333.99
5,757#	815-40 TURNINGS			.53/#		3051.21
3,524#	815-TURNINGS			.55/#		1938.20

TOTAL DUE \$11323.40

JB Delivery Ticket #44813 dated 7-12-01

Copper Commex is .6980 for 7-12-01

Copper Value per this invoice is .6980x.57x.57=.2238

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0023

DELIVERY TICKET

NO 44813

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080Bjm
Est.
1905

Telephone (414) 377-9440

CHEMETCO

DATE: 7-12-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
1 SKIDS	SLAG	16,230# GROSS - 720# TARE = 15,510# NET	
3 SKIDS 12 DRUMS	815-40 CHIPS	6,297# GROSS - 540# TARE = 5,757# NET	
2 SKIDS 7 DRUMS	815 CHIPS	3,859# GROSS - 335# TARE = 3,524# NET	
5 SKIDS	MIX TURN	11,303# GROSS - 900# TARE = 10,403# NET	
1 SKID	CASTINGS	2,434# GROSS - 45# TARE = 2,389# NET	
		40,123# TOT GROSS	
Received By:		Date Received: E. Bay	

- Copper Commex is .6980 for 7-12-01

- Copper Value is .6980 X .57 X .57 = .2238

- if net weights do not match contact J. J.

Slag # 15,510

X .2238

3471.12

mixed Turnings # 10,403

5757

X .2238

1288.41

Castings # 2389

X .2238

534.65

81540 # 5757

X .53

3051.21

815 # 3524

X .55

1938.20

11328.40
10,283.60

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 7-12-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	5508			1	90
	4533	#		1	90
	1558	1	4		180
	2348	1	4		180
	2283	1	4		180
16,230# GROSS - 720# TARE = 15,510# NET					
815-40	1689	1	4		180
	1927	1	4		180
	2681	1	4		180
815	881	1	3		155
815	2978	1	4		180
mix	1354	1	4		180
	1502	1	4		180
	2316	1	4		180
	2516	1	4		180
	3615	1	4		180
2CAST	2434	1			

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066

Bjm
Est.
1905

DATE INVOICE

06/29/2001 00179681

PLEASE DRAWER #756
REMIT-TO: MILWAUKEE, WI 53278-0756

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

19,439#	Recyclable Refuse				.2316/#	4502.07
---------	-------------------	--	--	--	---------	---------

11,894#	815 TURNINGS				.55/#	6541.70
---------	--------------	--	--	--	-------	---------

TOTAL DUE: \$11043.77

JBM Delivery Ticket #44370 dated 6-22-01

Copper Content is .7130 for 6-22-01.

Copper Value per this invoice is $.7130 \times .57 \times .57 = .2316$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO

INVOICE

JB-R-0026

DELIVERY TICKET

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 218 • SAUKVILLE, WISCONSIN • 53080

Bjm
Est.
1905

No 44370

Telephone (414) 377-9440

CHEMETCO

DATE: 6-22-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
12 DRUMS	MIX TURNING	7344# GROSS - 570# TARE = 6774# N	
SLAG		13,205# GROSS - 540# TARE = 12,665# NET	
26 DRUMS	815 CHIRS	13,154# GROSS - 1260# TARE = 11,894# NET	
		33,703# GROSS	

Received By:

A. Bey

Date Received:

6/22/01

Copper Commex in 7130 for 6-22-01

- Copper Value per this invoice is 7130 x 578.57 = 2316

- different weights do not match contract (cancel)

Slag # 12,665	Mix # 6774 12,665	815 # 11,894
X .2316	X .2316	X .55
<u>2929.33</u>	<u>2929.32</u>	<u>6541.70</u>
2929.33	1568.86	

~~12,408~~
11,043.77

OUTGOING

DATE 6-22-01

TOTAL
TARE WGT.

OUTGOING

CHEMET CO

DATE 6-22-01

[illegible]
$$13,205^{\#} \text{ GROSS} - 540^{\#} \text{ TARE} = 12,665^{\#} \text{ NET}$$

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
06/20/01	00179534
PLEASE DRAWER #758 REMIT TO: MILWAUKEE, WI 53278-0758	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

40,710# Recyclable Refuse

.2327/# 9473.22

TOTAL DUE: \$ 9473.22

JBM Delivery Ticket #44363 dated 6-15-01

Copper Commex is .7165 for 6-15-01

Copper Value per this invoice is $.7165 \times .37 \times .87 = .2327$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF, THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0030

№ 44363

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080

Est.
1905

ORDER TO: CHEMETCO

DATE: 6-15-01

REF: JBM P.O. Nbr.:

[illegible]

Received By:

C. Bly

Date Received: 6/15/01

- Copper Commex is .7165 for 6.15.02
- Copper Value per this invoice is $.7165 \times .57 \times .57 = .2327$
- If Net weights do not match Contact Land Johnson

Slag # 35,849

x . 2327

8,342 06

mixed turnings # 4861

x.2327

1,131 ~~547~~
15

\$ 9,473⁶⁰/₂₅

Camel

INCOMING AND OUTGOING METALCOMPANY CHEMETCODATE 6-15

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAB	2337	1		1	80
	1585	1		1	80
	2983	1		1	80
	2323		4		190
	2055		4		190
	2611	1		1	80
MIX TURN	763		4		190
	3095	1		1	80
	2628		4		190
	3460	1		1	80
MIX TURN	2872		4		190
	3045		4		190
	2902	1		1	80
	2632	1		1	80
	3143	1		1	80
MIX TURN	1796		4		190
	2720		4		190
SLAB = 37519#GROSS - 1670#TARE = 35849#NET					
MIX TURN = 5431#GROSS - 570#TARE = 4861#NET					

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
05/31/2001	00179345
PLEASE REMIT TO: DRAWER #756 MILWAUKEE, WI 53278-0756	

SOLD TO:

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

SHIP TO: (If Different From Sold To)

TERMS: 1/20 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
23920#	Recylable Refuse				.2558/#	6118.74
5736#	815 TURNINGS				.54/#	3097.44
4529#	815-40TURNINGS				.52/#	2355.08

TOTAL DUE: \$11571.26

JBm Delivery Ticket #44254 dated 5-24-01

Copper Commex 5-24-01 is .7875

Copper Value per this invoice is .7875x.87x.57=.2558

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF, THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0033

DELIVERY TICKET

No 44254

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080Jm
Est.
1905

Telephone (414) 377-9440

CHEMETCO

DATE: 5-24-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
4 SKIDS	SLAG 14	943# GROSS - 620# TARE = 14,323# NET	
4 SKIDS 16 DRUMS	MIX TURN 10	357# GROSS - 760# TARE = 9597# NET	
3 SKIDS 12 DRUMS	815 TURN 16	3016# GROSS - 570# TARE = 5736# NET	
2 SKIDS 8 DRUMS	815-40 TURN 4	909# GROSS - 380# TARE = 4529# NET	
		36,515# TOT GROSS	

Received By:

Date Received:

- Copper Commex is .7875 for 5-24-01

- Copper Value per this invoice is .7825 X .57 X .57 = .2558

- if net weights do not match Contact Anne Johnson

$$\begin{array}{r} \text{Slag \# } 14,323 \\ \times .2558 \\ \hline \$3,663.82 \end{array}$$

$$\begin{array}{r} \text{Mixed turnings \# } 9597 \\ \times .2558 \\ \hline \$2,454.91 \end{array}$$

$$\begin{array}{r} 815 \# \text{ } 5,736 \\ \times .54 \\ \hline 3,112.02 \\ \hline 3097.44 \end{array}$$

$$\begin{array}{r} 8154 \# 4529 \\ \times .52 \\ \hline 2,355.08 \\ \hline \$11,585.34 \\ \hline 11571.26 \end{array}$$

INCOMING AND OUTGOING METAL

COMPANY Chemetco DATE 5-24-01

[illegible]

4909# GROSS - 380# TARE = 4529# NET

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 5-24-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	1958	1	4		190
L	2856			1	80
	4363			1	80
	2134	1	4		190
	3632			1	80
14,943# GROSS - 620# TARE = 14323# NET					
MIX TURN	2646	1	4		190
	2561	1	4		190
	2718	1	4		190
MIX	2432	1	4		190

10,357# GROSS - 760# TARE = 9597# NET.

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 19 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-8440 • FAX (262) 284-7066



DATE	INVOICE
05/30/2001	00179344

PLEASE REMIT TO: DRAWER #756
MILWAUKEE, WI 53278-0756

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/ 28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
17,841#	Recylable Refuse				.2472/#	4410.30
6,841#	815 TURNINGS				.55/#	3762.55
2,667#	815-40 TURNINGS				.53/#	1413.51
TOTAL DUE:						\$9586.36

JBM Delivery Ticket #44259 dated 5-29-01

Copper Value per Connex 5-29-01 is .7610

Copper Value per this Invoice is .7610x.57x.57=2472

If net weights do not match contact Mr. Lance Johnson

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0037

№ 44259

Telephone (414) 377-8440

For
Man-Land
Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



CHEMETCO

DATE: 5-29-01

REF: JBM P.O. Nbr.:

[illegible]

Received By:

Date Received:

- Copper Commed is .7610 for 5-29-07

- Copper Value per this invoice is $.7610 \times .57 \times .57 = .2472$

- if net weight does not match contact Lance Thomas

Slag # 14,484

X . 2472

3,580 ⁴⁴

815 # 6841

x . 55

\$ 3,762 55

Mixed turnings # 3357

X 2472

8 809 85

8154 # 2667

X .53

$\$ 1,413^{\underline{51}}$

\$ 9,586 ³⁵_—

INCOMING AND OUTGOING METALCOMPANY CHEMETCODATE 5-29-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG					
	2308	1	4		190
	2291	1	4		190
	3085			1	80
	3598			1	80
	3822			1	80
	15,104# GROSS - 620# TARE = 14,484# NET				
815					
	3886	1	4	-	190
	3335	1	4		190
	7221# GROSS - 380# TARE = 6841# NET				
815-40	2857	1	4		190
	2857# GROSS - 190# TARE = 2667# NET				
	2496	1	4		190
MIX TURN	1241	1	4		190

3737# GROSS - 380# TARE =

Johnson Brass & Machine Foundry, Inc.

P.O. Box 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
05/11/2001	00179134
PLEASE REMIT TO: DRAWER #766 MILWAUKEE, WI 53278-0766	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/25 ~ 10 DAYS ~ NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
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33,565# Recyclable Refuse

.2454/#

8236.85

TOTAL DUE: \$8236.85

JBM Delivery Ticket #44243 dated 5-11-01

Copper Value per Commex 5-11-01 is .7555

Copper Value per this invoice is $.7555 \times 57 \times 57 = .2454$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0040

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

Nº 44243

Telephone (414) 377-9440

CHEMETCO

DATE: 5-11-01

REF: JBM P.O. Nbr.:

JBM Nbr.	Part Nbr. / Size	Customer	Instructions
110745	SLAG 19,243	#GROSS-480	TARE= 18,763# NET
110730	30 DRUMS MIXED TURN.	16,267	#GROSS-1465#TARE= 14,802# NET
		35,510#	TOT WT

Received By:

C. Bay

Date Received:

5/11/01

- Copper Commex is .7555 for 5-11-01
- Copper Value per this invoice is .7555 x .57 x .57 = .2454
- if net weight do not match contact Lance Johnson

$$\begin{array}{r} \text{Slags} \# 18,763 \\ \times .2454 \\ \hline 4,604.44 \end{array}$$

$$\begin{array}{r} \text{Mixed} \# 14,802 \\ \times .2454 \\ \hline 3,632.41 \end{array}$$

\$ 8,236.85 total

INCOMING AND OUTGOING METAL

COMPANY

CHEMETCO

DATE

5-11-01

TOTAL
TARE WGT

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
Metal Slag	3207			1	80
	2800	1	1		
	2504			1	80
	2017			1	80
	2828			1	80
	3306			1	80
	5381			1	80
	19,243#	GROSS - 480#		TARE =	18,763# NET
Mixed	2908	1	4		190
TURN	2312	1	4		
	2092	1	4		
	2068	1	4		
	2561	1	4		
	1696	1	4		
	1831	1	4		↓ 190
	799	1	2		135#
	16267#	GROSS - 1465#		TARE =	14,802# NET

Iron Brass & Machine Foundry, Inc.

BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
04/30/01	00179011
PLEASE REMIT TO: DRAWER #750 MILWAUKEE, WI 53278-0766	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

12,632#	Recyclable Refuse			.2490/#		3145.37
8,261#	915 TURNINGS			.55/#		4543.55

TOTAL DUE: 7688.92

JBM Delivery Ticket #43990 & 43989 dated 4-30-01

Copper Value per Commex 4-30-01 is .7665

Copper Value per this invoice is .7665x.57x.57=.2490

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO

INVOICE

JB-R-0043

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43990

Telephone (414) 377-9440

DELIVER TO: CHENETCO

DATE: 4-30-01

REF: JBM P.O. Nbr.:

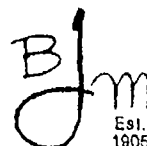
Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
8 SKIDS			GROSS	THRE NET
2 DRYN				
2 REX		SLAG	9046 505	8541
8 SKIDS				
1 BOX		Steel On value	13,508 380	13,168
3 SKIDS				
12 DRYN		Mixed Manging	4661 570	4091

Received By:

Date Received:

Ch Invoice for April
Lamm

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43989

Telephone (414) 377-9440

DELIVER TO: CHENETCO

DATE: 4-30-01

REF: JBM P.O. Nbr.:

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
6 SKIDS			GROSS	THRE NET
24 DRYN		815 T4 RING	9401 - 1140 =	8261
- Copper Comm is .7665 for 4-30-01				
- Copper Value per this invoice is .7665 x .57 x .57 = .2490				
- up Net weights do not match contact Lamm				
# 8541 595		# 4091 mixed	# 8261 815	
X .2490		X .2490	X .55	

Received By:

Date Received:

\$2,126.70

\$1,018.65

\$4,543.55

\$7,688.90

INCOMING AND OUTGOING METALCOMPANY CHSMETCO DATE 4-30-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	1715	1	3		155
↕	2543	1	4		190
	2166			1	80
SLAG	2622			1	80
Steel	500			1	50
↑	1315	1			30
	1789	1			30
	1238	1			30
	1266	1			60
	2132	1			30
	1520	1			30
	1355	1			40
↓	1362	—	—	—	
Steel	1031	1			40
Mixed turn	2187	1	4		190
↕	1257	1	4		190
MIXTURN	1217	1	4		190

INCOMING AND OUTGOING METAL

COMPANY

DATE _____

[illegible]

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
04/30/01	00179010
PLEASE REMIT TO: DRAWER #766 MILWAUKEE, WI 53278-0766	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

27,4334	Recyclable Refuse				.24654	6762.23
---------	-------------------	--	--	--	--------	---------

TOTAL DUE: \$6762.23

JBM Delivery Ticket #43986 dated 4-27-01

Copper Value per Commex 4-27-01 is .7590

Copper Value per this invoice is .7590x.57x.57=.2465

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF, THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0047

JB-R-0048

DELIVERY TICKET

No 43986

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



Telephone (414) 377-9440

DELIVER TO: Cremetco

DATE: 4-27-01

REF: JBM P.O. Nbr.: _____

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
2 SKIDS			<u>GROSS</u>	<u>TARE</u> <u>NET</u>
8 DRUM				
5 BOX		SLAG	21594	780 20814
		BRAD		
—		Steel Dies		
		38 + 35	13880	— 13880
3 SKIDS		Mixed		
12 DRUM		THAWINGS	7187	520 6619

Received By: _____

Date Received: _____

Johannee Pomeroy

Chin:
Invoice For 42,663# TOT GROSS
April - LAMCO

20,814 Skg
x .2465
\$ 5,130⁶⁵

6619 mixed
x .2465
\$ 1,631⁵⁸

- Copra Commer is .7590 for 4-27-01

Value per this invoice is .7590 x .57 x .57 = ~~2470~~ .2465
weights do not match contact LAMCO

\$ 6,762²³
total

INCOMING AND OUTGOING METAL

COMPANY CHEMET CO DATE 4-27-01

<u>ALLOY</u>	<u>GROSS WGT</u>	<u>#PALLETS</u>	<u>#DRUMS</u>	<u>#BXS</u>	TOTAL <u>TARE WGT</u>
SLAG	2665	/	✓		190
	2333	/	✓		190
	3752			/	80
	3630			/	80
	2962			/	80
	2984			/	80
	3268			/	80
Barker 38 DIE	7280	+			—
Barker 35 DIE	6600	—			—
Mixed TRNG	2180	/	✓		190
"	2272	/	✓		190
MIXTURN	2737	/	✓		190

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7068



DATE	INVOICE
04/24/2001	00178885

PLEASE DRAWER #758
REMIT TO: MILWAUKEE, WI 53278-0758

SOLD TO:

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

SHIP TO: (If Different From Sold To)

TERMS: 1/2% - 10 DAYS-NET30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
14513#	Recyclable Refuse				.2543/#	3690.66
2599#	815 TURNINGS				.53/#	1377.47
3260#	815-40 TURNINGS				.51/#	1662.60

TOTAL DUE: 6730.73

JBM Delivery Ticket #43967 dated 4-18-2001

Copper Value per Commex 4-18-01 is .7830

Copper Value per this invoice is $.7830 \times .57 \times .57 = .2543$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0050

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43967

Telephone (414) 377-9440

TO: CHEMETCO

DATE: 4-18-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
1 SKIDS + BOX	SLAG	13,763# GROSS -	1030# TARE = 12,733# N
1 SKID 4 DRUMS	MIXED TURN	1970# GROSS -	190# TARE = 1780# NET
1 SKID 4 DRUMS	815 CHIPS	2789# GROSS -	190# TARE = 2599# NET
1 SKID 4 DRUMS	815-40 CHIPS	3450# GROSS -	190# TARE = 3260# NET
1 LATHE	10,000 - 12,000#	LBS	

Received By:

Date Received:

Carroll

Remember He was going to split Freight on this because he needed to be here on Wednesday

4-19-01 Chris plane in vol

12,733 of slag

X .2543

\$ 3,238.00

1780 mixed turnings

X .2543

\$ 452.65

2599 815

X .53

\$ 1377.42

3260 8154

X .51

\$ 1662.60

\$ 6,730.73 Total

- Copper Commex is .7830 for 4-18-01

- Copper Value per this invoice is .7830 X .57 X .57 = .2543

- If net weights do not match Contact Carroll

JB-R-0051

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 4-18-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	2041			1	80
	2603	1	4		190
	2427	1	4		190
	2097	1	4		190
✓	3830	1	4		190
SLAG	2806	1	4		190
MIX	1970	1	4		190
815	2789	1	4		190
915-40	3450	1	4		190
SLAG =	13,763 # GROSS - 1030 # TARE			12,733 # NET	

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
04/24/01	00178884
PLEASE REMIT TO: DRAWER #756 MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMTRCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

14,341#	815 TURNINGS				.53/#	7600.73
---------	--------------	--	--	--	-------	---------

4,679#	815-40 TURNINGS				.51/#	2386.29
--------	-----------------	--	--	--	-------	---------

TOTAL DUE: 9987.02

JBm Delivery Ticket #43934 dated 4-12-01.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF, THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0053

DELIVERY TICKET

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080

Bjm
Est.
1905

No 43934

Telephone (414) 377-9440

CHEMETCO

DATE:

4-12-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
105 35 DRUMS	815 CHIPS	16,106# GROSS -	1675# TARE = 14,341# N
105 4 DRUMS	815-40 CHIPS	4869# GROSS -	190# TARE = 4679# NET

Received By:

Date Received:

4-17-02

14,341 815

X 53

\$7,600⁷³

4679 815-

X 51

\$2,386²⁹Chris
please invoice
-Lame

Total

\$9,987⁰²

OUTGOING M

СНЕМЕТКО

DATE 4-12-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
815	1466	1	4		190
	1354	1	3		155
	1419	1	4		190
	1703	1	4		
	909	1	4		
	2144	1	4		
	2202	1	4		
	1397	1	4		
	3572	1	4		190
	16,106# GROSS - 1675# TARE = 14,341# NET				
815-40	4869	1	4		190

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
04/24/2001	00178883
PLEASE REMIT TO:	DRAWER #756 MILWAUKEE, WI 53276-0756

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

11583# RecylableRefuse .2469/# 2859.84

TOTAL DUE: 2859.84

JB Delivery Ticket #43933 dated 4-12-01

Copper Value per Commex 4-12-01 is .7600

Copper Valve per this invoice is $.7600 \times .57 \times .57 = .2469$

If net weights do not match Contact Mr. Lance Johnson

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0056

DELIVERY TICKET

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



Est.
1905

No 43933

Telephone (414) 377-9440

DELIVER TO:

CHEMETCO

DATE:

4-12-01

REF: JBM P.O. Nbr.:

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
35KIDS	11 DRUMS	SLAG	7560# GROSS - 535# TARE	7025# NET
35KIDS	11 DRUMS	MIXED METAL	5093# GROSS - 535# TARE	4558# NET

Received By:

Date Received:

4-17-01
Chris please invoice

total

\$ 2,859.84

7025 slag

4558 mixed metal

X .2469

1,734.47

X .2469

1,125.37

- Copper Commex is .7600 for 4-12-01

- Copper Value per this invoice .76 X 57 X 57 = 2469

- if net weights do not match contact [unclear]

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 4-12-01

<u>ALLOY</u>	<u>GROSS WGT</u>	<u>#PALLETS</u>	<u>#DRUMS</u>	<u>#BXS</u>	TOTAL <u>TARE WGT</u>
SLAB	2836	1	4		190
	1909	1	3		155
	2815	1	4		190
	7560# GROSS - 535# TARE =			7025# NET	
MIX	1990	1	3		155
	2023	1	4		190
MIXED METAL	1080	1	4		190

5093#GROSS - 535#TARE = 4558#NET.

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066

Bjm
Est.
1905

DATE

INVOICE

04/12/01

00178780

PLEASE DRAWER #756
REMIT TO: MILWAUKEE, WI 53278-0756

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

40,692#	Recyclable Refuse			.2456/#		9993.96
---------	-------------------	--	--	---------	--	---------

TOTAL DUE: \$9993.96

JBM Delivery Ticket #43926 dated 4-9-01

Copper Value per Commex 4-9-01 is .7560

Copper Value per this Invoice is $.7560 \times .57 \times .57 = .2456$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0059

DELIVERY TICKET

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



No 43926

Telephone (414) 377-9440

CHEMETCO

DATE:

4-9-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
716 DRVMS	SLAG.	32,283#GROSS - 1160#TARE =	31,123#NET
20 DRVMS	MIXED TURN.	10,519#GROSS - 950#TARE =	9569#NET
		42,802#GROSS	

Received By:

Date Received:

4-10-01

Chris

please invoice - Lame

31,123 Slag

X .2456

8,764.38

9569 mixed turnings

X .2456

2,350.18

\$ total \$ 11,114.56

- Copper Commission 7560 for 4-8-01

- Copper value per this invoice is: 7560 X .57 X .57 = .2456

- If net weights do not match contact Lame J.

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO DATE 4-9-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAC	2908	1	4		190
	3919			1	80
	3660			1	80
	3790			1	80
	2655	1	4		190
	3029	1	4		190
	4798			1	80
	2690	1	4		190
SLAC	4834			1	80
c	32,283#	GROSS -	1160#	TARE =	31,123# NET
MIXED	1832	1	4		190
	2207	1	4		
	2285	1	4		
	2369	1	4		
MIXED	1826	1	4		190
TURN:					

10,519# GROSS - 950# TARE = 9569# NET

Johnson Brass & Machine Foundry, Inc.

PO BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
03/30/01	00178656
PLEASE REMIT TO: DRAWER #756 MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMPTCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

30,032#	Recyclable Refuse			.2493/#		7486.97
---------	-------------------	--	--	---------	--	---------

TOTAL DUE: \$7486.97

JBM Delivery Ticket #43875 dated 3-26-01

Copper Value per Commex 3-26-01 is .7675

Copper Value per this Invoice is $.7675 \times .57 \times .57 = .2493$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0062

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43875

Telephone (414) 377-9440

CHEMETCO

DATE: 3-26-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
19045	SLAG	19,685 #6 GROSS - 620 # WARE = 19,065 #	
18 DRUMS	MIXED METAL + TURN	11,847 #6 GROSS - 880 # WARE = 10,967 #	
		31,532 # TOT GROSS	

Received By:

Date Received:

3-30-01
Chris please invoice for March
- Lance

- Copper Commex in .7675

- Copper value per this invoice in $.7675 \times .57 \times .57 = .2493$

- if net weights do not match contact Lance J.

19,065 Slag

X .2493

4,752.90

10,967 mixed

X .2493

2,734.07

\$ 7,486.97 total

INCOMING AND OUTGOING METALCOMPANY CHEMETCODATE 3-26-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	3965			1	80
	550.5			1	80
	4445		8	1	80
	3110		4		190
	2660		4		190
	19695# GROSS - 620# TARE =			19,065# NET	
	2112				
MIXTURE	MIX				
	2112		4		190
	3210		4		190
	2305		4		190
	1964		4		190
	2256		2		120
	11,847# GROSS -			880# TARE = 10,967# NET.	

Johnson Brass & Machine Foundry, Inc.

P.O. Box 218 • SAKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7086



DATE	INVOICE
03/16/01	00178470
PLEASE DRAWER #756 REMIT TO: MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
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20784# Recyclable Refuse

.2607/# \$418.38

16,450# 815 TURNINGS

.58/# 9541.00

TOTAL DUE: \$14959.38

JBM Delivery Ticket #'s 43862 & 43863 dated 3-16-01

Copper Value per Commex 3-16-01 is .8025

Copper Value per this invoice is $.8025 \times .57 \times .57 = .2607$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0065

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43862

Telephone (414) 377-9440

CHENETCO

DATE: 3-16-01

REF: JBM P.O. Nbr.:

JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
2.5K125 8 DRAWS	SLAG	6845 810	16,779
2.5K125 8 DRAWS	MIXED TURNINGS	4185 380	3805

Received By: *Johann P. Rowe*

Date Received:

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43863

Telephone (414) 377-9440

DELIVER TO: CHENETCO

DATE: 3-16-01

REF: JBM P.O. Nbr.:

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
10 SK125 37 DRAWS	815	TURNINGS	5845 18,245	1725 16,450

Received By: *Johann P. Rowe*

Date Received:

3-16-01
Chris please invoice

- Copper Commex .8025
- Copper Value per this invoice .8025 x .57 x .57 = .2607
- If net weights do not match contact Lomax

16,779 SLAG # 3805 mixed # 16,450 815
x .2607 x .2607 x .58
4,426.42 8,091.90 9,541

total \$14,959.32

- Lomax

INCOMING AND OUTGOING METAL

COMPANY Chemico

DATE 3-16-01

<u>ALLOY</u>	<u>GROSS WGT</u>	<u>#PALLETS</u>	<u>#DRUMS</u>	<u>#BXS</u>	TOTAL <u>TARE WGT</u>
slag	2358	1	4		190
slag	2116	1	4		190
slag	3303			1	80
slag	2585	1	4		190
slag	2766			1	80
slag	4661			1	80
	<u>GROSS</u>	<u>MAC</u>	<u>NET</u>		
	17,789	810	16,979		
Mixed TURNING	2035	1	4		190
Mixed Turning	2150	1	4		190
	<u>GROSS</u>	<u>MAC</u>	<u>NET</u>		
	4185	380	3,805		

NO 43863



Est.
1905

Telephone (414) 377-9440

PTO:

Сметса

DATE:

3-16-01

REF: JBM P.O. Nbr.:

[illegible]

Received By _____

Johnnie Ross

Date Received:

[illegible]

INCOMING AND OUTGOING METAL

COMPANY Chemeco

DATE 3-16-01

[illegible]

Johnson Brass & Machine Foundry, Inc.

PO BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
03/14/01	00178427
PLEASE DRAWER #766 REMIT TO: MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lethrop Avenue
Harvey, Ill. 60426

TERMS: 1/2% - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

40,543# Recyclable Refuse

.2683/# 10,877.68

TOTAL DUE: \$10,877.68

JBM Delivery Ticket #43167 dated 3-9-01

Copper Value per Commex 3-9-01 is .8260

Copper Value per this invoice is $.8260 \times .57 \times .57 = .2683$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0070

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43167

Telephone (414) 377-9440

CHEMETCO

DATE: 3-9-01

REF: JBM P.O. Nbr.:

JBM P.O. Nbr.	Part Nbr. / Size	Customer	Instructions
BRIDGES & BONES	SLAB	35812#GROSS -	1285#TARE = 34527#
SKIDS	MIXED METAL	6776#GROSS - 760#TARE =	6016#NET
		42,588#TOT GROSS	

Received By: *Combs*

Date Received:

3-9-01

Chin:

please invoice:

Lumle

- Copper Value per Commex is 8260
- Copper Value per this invoice is. $8260 \times .57 \times .57 = .2683$
- if net weights do not match contact Comex

$$\begin{array}{r} \# 34,527 \text{ sks} \\ \times .2683 \\ \hline \# 9,263.52 \end{array}$$

$$\begin{array}{r} \# 6016 \\ \times .2683 \\ \hline \$ 1,614.91 \end{array} = \$ 11,237.68$$

INCOMING AND OUTGOING METAL

COMPANY CHEMETCODATE 3-9-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	1461			1	80
	3067			1	80
	3591			1	80
	2372	1	4		190
	1597			1	80
	5394			1	80
	41605			1	80
	2462	1	4		190
	2963	1	4		190
	3217	1	3		155
	5083			1	80
	35,812# GROSS - 1285# TARE =			34,527#	NET
MIXED	11658	1	4		190
METAL	2258	1	4		↓
	1043	1	4		↓
	1817	1	4		190

6776# GROSS - 760# TARE = 6016# NET

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9443 • FAX (262) 284-7066



DATE	INVOICE
02/26/2001	00178216
PLEASE DRAWER #756 REMIT TO: MILWAUKEE, WI 53278-0756	

SOLD TO:

CHEMETCO
16400 Lathrop Avenue
Harvey, IL 60426

SHIP TO: (If Different From Sold To)

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

27,825#	Recyclable Refuse				.2584/#	7189.98
7,015#	813-Turnings				.58/#	4068.70
1,836#	815-40 Turnings				.56/#	1028.16

Total Due: \$12286.84

JBM Delivery Ticket #43102 dated 2-23-01

Copper Value per Commex 2-23-01 is .7955

Copper Value per this invoice is .7955x.57x57=2584

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0073

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43102

Telephone (414) 377-9440

CHASMETCO

DATE: 2-23-01

REF: JBM P.O. Nbr.:

JBM Nbr.	Part Nbr. / Size	Customer	Instructions
1054 BOXES	SLAG	18535# GROSS - 810# TARE = 17725# NET	
SKIDS	MIXED TURN	11430# GROSS - 1330# TARE = 10,100# NET.	
SKID	815-40 CHIPS	1991# GROSS - 155# TARE = 1836# NET. At .56	
SKIDS	815 CHIPS	7270# GROSS - 755# TARE = 7015# NET. At .58	
		39,726# TOT. GROSS	

Received By:

[Signature]

Date Received:

February

Chris:

Please invoice

[Signature]

- Copper Value per Commer 2-23-02 is .7955
- Copper Value per this invoice is $.7955 \times .57 \times .57 = .2584$
- if net weights do not match contact Lance Johnson

Slag # 17,725

$\times .2584$
\$ 4,580¹⁴

Mixed # 10,100

$\times .2584$
\$ 2609⁸⁴

815 # 1836

$\times .56$
\$ 1028¹⁶

815 # 7015

$\times .58$
\$ 4068⁷⁰

Total \$ 12,286⁸⁴

INCOMING AND OUTGOING METAL:

COMPANY CHS METCO

DATE 2-23-01

[illegible]

INCOMING AND OUTGOING METAL.

COMPANY CHS METCO

DATE 2-23-01

	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
LAC	2495	1	4		190
	2457	1	4		190
	2941	1	4		190
	3630			1	80
	4942			1	80
	2070			1	80
	$18,535 \text{ #GROSS} - 810 \text{ #TARE} = 17,725 \text{ #NET}$				
MIXED	2269	1	4		190
	2334	1	4		
	604	1	4		
	1027	✓ 1	4		
	1739	1	4		
	1463	1	4		↓
MIXED METAL	1994	1	4		190

11,430 GROSS - 1330# TARE = 10,100# NET

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 210 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
03/21/01	00176163
PLEASE DRAWER #756 REMIT TO: MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

38,767# Recyclable Refuse .2709/# 10,501.98

TOTAL DUE: \$10,501.98

Delivery Ticket #43090 dated 2-16-01

Copper Value per Commex 2-16-2001 is .8340

Copper Value per this invoice is .8340x.57x.57=.2709

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0077

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

Nº 43090

Telephone (414) 377-9440

IVER TO: CHEMEXCO

DATE: 2-16-01

REF: JBM P.O. Nbr.:

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
10	SKIDS & BAR.	SLAG	32651# GROSS - 1240#	TARE = 31,411# NET
4	SKIDS	MIXED TURN	8116# GROSS - 760#	TARE = 7356# NET
			40,767# NET	

Received By:

Date Received:

Johnnie Poma #1414

220-07 Chin: please invoice

- Copper Value per commex 216-01 in .8340

- Copper Value per this invoice in .8340 X .57 X .57 = .2709

- net weights do not match contact Lance Thomas

Skgs #31,411
X .2709
8,509.24

Mixed # 7,356
X .2709
1,992.74

Total \$ 10,501.98

Lance

JB-R-0078

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 2-16-01

ALLOY	GROSS WGT	#PALLETS	#DRUMS	#BXS	TOTAL TARE WGT
SLAG	3762			1	80
	2151			1	80
	3531			1	80
	3851			1	80
	2739	1	4		190
	2627	1	4		190
	2291	1	4		190
	4438			1	80
	4655			1	80
	2606	1	4		190
	32,651 #GROSS - 1240		#TARE =		31,411 #NET
MIXED TERRAZZO	2573	1	4		190
	1105	1	4		1
	2460	1	4		1
	1978	1	4		190
	8116 #GROSS - 760		#TARE =		7356 #NET

40,767 #TOT. GROSS

Johnson Brass & Machine Foundry, Inc.

PO BOX 219 SAUKVILLE WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



DATE	INVOICE
02/05/01	00177983
PLEASE DRAWER #756 REMIT TO: MILWAUKEE, WI 53278-0756	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/2% - 10 DAYS- NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

25,156#	Recyclable Refuse				.2709/#	6814.76
---------	-------------------	--	--	--	---------	---------

13,316#	815 TURNINGS				.58/#	7723.28
---------	--------------	--	--	--	-------	---------

TOTAL DUE: \$14538.04

JBM Delivery Ticket #43010 dated 2-2-2001

Copper Value per commex 2-2-01 is .8340

Copper Value per this invoice is .8340x.57x.57=.2709

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0080

DELIVERY TICKET

No 43010

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080Bjm
Est.
1905

Telephone (414) 377-9440

CHEMETCO

DATE: 2-2-01

REF: JBM P.O. Nbr.:

JBM P.O. Nbr.	Part Nbr. / Size	Customer	Instructions
SKIDS	SLAG	24126# GROSS - 1190# TARE =	22,936# NET
SKID	MIXED TURN	2410# GROSS - 190# TARE =	2220# NET
SKIDS	815 CHIPS	14,611# GROSS - 1295# TARE =	13,316# NET
		41,147# TOT GROSS	

Received By:

Date Received:

Johnnie Plante

Chir
please invoice for February:

- Copper value per Comm. 2-2-01 is .8340
- Copper value per this invoice is .8340 x .57 x .57 = .2709
- if net weights do not match contact Lance Janna

Slag # 22,936
x .8340
6,213.36

2220 turnings
x .2709
601.38

815 # 13,316
x .58
7,723.28

\$14,538.03

-Lance

JB-R-0081

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 2-2-01

[illegible]

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 2-2-07

[illegible]

Brass & Machine Foundry, Inc.

SAUKVILLE, WISCONSIN 53080
(262) 377-9440 FAX (262) 284-7066



DATE	INVOICE
01/31/01	00177958
PLEASE DRAWER #758 REMIT TO: MILWAUKEE, WI 53278-0758	

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMBTCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/23 - 10 DAYS - NET 30 DAYS

QTY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
-----	-------------	-----------------------	---------------	--------	------------	-------

40,317#	Recyclable Refuse			.2709/#		10,921.87
---------	-------------------	--	--	---------	--	-----------

TOTAL DUE: \$ 10,921.87

JBM Delivery Ticket #43005 dated 1-31-01

Copper Value per Commex 1-31-01 is .8340

Copper Value per this invoice is .8340x.57x.57=.2709

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO, AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0084

Johnson Brass & Machine Foundry, Inc.
P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080



DELIVERY TICKET

No 43005

Telephone (414) 377-9440

ORDER TO: CHEMETCO

DATE: 1-31-01

REF: JBM P.O. Nbr.:

Qty.	JBM Job Nbr.	Part Nbr. / Size	Customer	Instructions
9	BXS4 SKIDS	SLAG	30,034# GROSS - 1095# TAKE =	28,939# NET
6	SKIDS	MIXED TURN.	12,418# GROSS - 1040# TAKE =	11,378# NET
			42,452# TOT GROSS	

Received By:

Date Received:

[Signature]

1/31/01

Chris please invoice for January:

- Copper value per Commex 1-31-01 is .8340

- Copper value per this invoice is .8340 x .57 x .57 = .2709

- If net weights do not match contact Lance Johnson

28,939 Slag # 11,378 mixed

x .2709

x .2709

\$7,839.30
57

\$3,082.30

Total \$ 10,921.60
87

INCOMING AND OUTGOING METAL

COMPANY .. CHEMETCO

DATE 1-31-01

<u>ALLOY</u>	<u>GROSS WGT</u>	<u>#PALLETS</u>	<u>#DRUMS</u>	<u>#BXS</u>	TOTAL <u>TARE WGT</u>
SLAG	4191			1	80
	5079			1	80
	4099			1	80
	1989	1	4		190
	2539	1	4		190
	3931			1	80
	3470			1	80
	3386	1	4		190
	1350	1	2		125
30,034# GROSS - 1095# TARE =					28,939# NET
MIXED TURN	1821	1	4		190
↑	2414	1	4		190
↓	867	1	2		125
	2605	1	4		190
MIXED TURN	2494	1	4		190
OS W/IRON	2217	1	3		155

12,418# GROSS - 1040# TARE = 11,378# NET

Johnson Brass & Machine Foundry, Inc.

P.O. BOX 219 • SAUKVILLE, WISCONSIN • 53080
Telephone (262) 377-9440 • FAX (262) 284-7066



01/22/01 00177900

PLEASE REMIT TO: DRAWER #756
MILWAUKEE, WI 53278-0756

SOLD TO:

SHIP TO: (If Different From Sold To)

CHEMETCO
16400 Lathrop Avenue
Harvey, Ill. 60426

TERMS: 1/28 - 10 DAYS - NET 30 DAYS

QUANTITY	PART NUMBER	PURCHASE ORDER NUMBER	MATERIAL USED	WEIGHT	UNIT PRICE	TOTAL
----------	-------------	-----------------------	---------------	--------	------------	-------

43,169#	Recyclable Refuse			.2771/#		11,962.13
---------	-------------------	--	--	---------	--	-----------

TOTAL DUE: \$11,962.13

JBM Delivery Ticket # 43589 dated 1-19-01

Copper Value Per Com mex 1-19-01 is .8530

Copper Value per this invoice is $.8530 \times .57 \times .57 = .2771$

If net weights do not match contact Mr. Lance Johnson.

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Acts, and all regulations and orders of the United States Department of Labor issued under section 14 thereof.

THANK YOU FOR YOUR BUSINESS. ALL SALES ARE SUBJECT TO AND YOUR ACCEPTANCE OF SHIPMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDES OF THIS FORM AND ON ANY ATTACHMENTS HERETO.

INVOICE

JB-R-0087

chem 60 124

Chin

please invoice:

- Copper Commex value 1/19/01 m .8530

- Copper Value per this invoice m .8530 X .57 X .57

= .2771

- zlf net weights do not match contact
Lance Johnson

Slag # 36,738
X .2771
10,180.99

Turnings #6431
X .2771
1,743.44

\$ 11,923.53 - 1782.03
10141.50
11962.13

INCOMING AND OUTGOING METAL

COMPANY CHEMETCO

DATE 1-19-01

<u>ALLOY</u>	<u>GROSS WGT</u>	<u>#PALLETS</u>	<u>#DRUMS</u>	<u>#BXS</u>	TOTAL <u>TARE WGT</u>
S2A6	3229			1	80.
	4513			1	80
	1849			1	80
	2296	1	4		190
	2575	1	4		190
	3138			1	80
	2767	1	4		190
	6077	1		1	80
	3759			1	80
	7585				
	37,788# GROSS - 1050 TARE =			36,738# NET.	
MIX.	2207	1	4		190
	2523	1	4		190
MIXED TURN:	2271	1	4		190

7001# GROSS - 570# TARE = 6431# NET

ATTACHMENT B
(# JB-R-0090 – JB-R-0094)

5/21/2008

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Date	Check Invoice Number Number	G/L Account	Amount
1/23/1997	4531 CHEMETCO	10000113	1,788.35
2/3/1997	4590 CHEMETCO	10000113	9,636.24
2/14/1997	4644 CHEMETCO	10000113	10,951.60
2/21/1997	4666 CHEMETCO	10000113	10,009.30
3/4/1997	4687 CHEMETCO INV 159674	10000113	21,702.56
3/4/1997	4687 CHEMETCO INV 159776	10000113	12,860.96
3/19/1997	4768 CHEMETCO	10000113	14,526.78
4/4/1997	4834 CHEMETCO INV 160032	10000113	14,498.52
4/4/1997	4834 CHEMETCO INV 160129	10000113	12,115.92
5/19/1997	5479 CHEMETCO	10000113	17,166.81
5/23/1997	5438 CHEMETCO	10000113	26,405.27
6/6/1997	5570 CHEMETCO 4/30	10000113	2,976.55
6/27/1997	5665 CHEMETCO	10000113	12,596.58
7/7/1997	5707 CHEMETCO	10000113	12,152.01
7/9/1997	5728 CHEMETCO	10000113	7,484.63
7/21/1997	5754 CHEMETCO INC INV160944	10000113	8,547.87
7/24/1997	5771 CHEMETCO	10000113	9,540.86
8/13/1997	5823 CHEMETCO	10000113	13,424.94
8/26/1997	5869 CHEMETCO	10000113	1,971.03
8/26/1997	5870 CHEMETCO	10000113	35,266.34
8/26/1997	5871 CHEMETCO	10000113	8,351.78
9/4/1997	5898 CHEMETCO INV 00162089	10000113	7,682.80
9/4/1997	5898 CHEMETCO INV161992	10000113	10,750.69
9/12/1997	5924 CHEMETCO	10000113	9,323.35
9/24/1997	3975 CHEMETCO	10000113	11,408.95
10/20/1997	6058 CHEMETCO-INV 00162447	10000113	10,401.31
10/20/1997	6058 CHEMETCO INV 00162498	10000113	3,340.13
10/20/1997	6058 CHEMETCO INV 00162607	10000113	6,626.00
10/27/1997	6081 CHEMETCO	10000113	4,593.16
11/7/1997	6144 CHEMETCO	10000113	5,225.29
12/1/1997	6227 CHEMETCO INV169216	10000113	9,713.49
12/15/1997	6278 CHEMETCO	10000113	17,207.25
12/30/1997	6313 CHEMETCO	10000113	8,653.71
1/9/1998	6346 CHEMETCO	10000113	9,290.16
1/12/1998	6334 CHEMETCO	10000113	2,034.05
2/6/1998	8440 CHEMETCO	10000113	5,018.44
2/20/1998	6466 CHEMETCO	10000113	3,925.96
3/5/1998	21003 CHEMETCO	10000113	6,952.88
3/20/1998	21053 CHEMETCO	10000113	9,809.88
3/20/1998	21053 CHEMETCO	10000113	5,628.32
4/3/1998	21094 CHEMETCO	10000113	8,234.05
4/6/1998	21110 CHEMETCO	10000113	6,472.99
4/27/1998	21183 CHEMETCO	10000113	4,716.97
4/27/1998	21201 CHEMETCO	10000113	20,629.70

5/21/2008

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Date	Check Number	Invoice Number	G/L Account	Amount
4/27/1998	21201	CHEMETCO	10000113	9,718.22
4/27/1998	21201	CHEMETCO	10000113	19,784.05
5/4/1998	21225	CHEMETCO	10000113	25,119.16
5/18/1998	21287	CHEMETCO	10000113	32,620.73
7/2/1998	21389	CHEMETCO INC	10000113	26,404.50
7/6/1998	21438	CHEMETCO	10000113	8,778.49
7/24/1998	21465	CHEMETCO	10000113	13,435.39
8/7/1998	21551	CHEMETCO-166343-166485	10000113	17,230.88
8/7/1998	21568	CHEMETCO	10000113	16,457.86
8/21/1998	21615	CHEMETCO 166672	10000113	5,811.90
9/4/1998	21663	CHEMETCO 166956	10000113	6,648.59
9/4/1998	21663	CHEMETCO 166794	10000113	7,592.05
9/21/1998	21727	CHEMETCO	10000113	8,269.58
10/8/1998	21789	CHEMETCO	10000113	9,209.14
10/15/1998	21828	CHEMETCO	10000113	23,282.74
10/22/1998	21871	CHEMETCO	10000113	9,439.08
11/6/1998	21919	CHEMETCO	10000113	8,849.64
11/12/1998	21937	CHEMETCO	10000113	1,030.11
12/10/1998	22043	CHEMETCO	10000113	8,437.65
12/18/1998	22072	CHEMETCO	10000113	8,842.35
1/4/1999	22114	CHEMETCO INV168558	10000113	5,562.23
1/4/1999	22114	CHEMETCO INV168391	10000113	7,198.91
2/1/1999	22200	CHEMETCO	10000113	15,197.44
2/10/1999	22261	CHEMETCO	10000113	7,074.12
2/22/1999	22308	CHEMETCO	10000113	7,959.16
3/8/1999	22366	CHEMETCO	10000113	8,344.73
4/1/1999	22464	CHEMETCO	10000113	7,677.16
4/16/1999	22528	CHEMETCO	10000113	7,201.50
5/3/1999	22581	CHEMETCO	10000113	7,543.20
5/3/1999	22582	CHEMETCO	10000113	5,638.74
5/21/1999	22674	CHEMETCO	10000113	43,526.16
6/1/1999	22698	CHEMETCO	10000113	8,544.50
6/9/1999	22728	CHEMETCO	10000113	7,191.03
6/14/1999	22753	CHEMETCO	10000113	6,521.61
6/28/1999	22805	CHEMETCO	10000113	4,741.00
7/15/1999	22869	CHEMETCO	10000113	8,351.91
7/15/1999	22869	CHEMETCO	10000113	16,746.03
8/9/1999	22942	CHEMETCO	10000113	3,865.00
8/9/1999	22944	CHEMETCO	10000113	6,824.07
8/13/1999	22974	CHEMETCO	10000113	14,966.44
8/26/1999	23037	CHEMETCO	10000113	17,652.57
9/15/1999	23091	CHEMETCO	10000113	9,254.29
10/4/1999	23165	CHEMETCO	10000113	6,206.35
10/6/1999	23195	CHEMETCO	10000113	9,104.99

5/21/2008

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Date	Check Invoice Number Number	G/L Account	Amount
11/15/1999	23366 CHEMETCO	10000113	8,129.92
11/15/1999	23365 CHEMETCO	10000113	15,699.95
11/15/1999	23364 CHEMETCO	10000113	4,061.79
11/15/1999	23248 CHEMETCO	10000113	-232.09
11/16/1999	23363 CHEMETCO	10000113	10,314.50
11/29/1999	23434 CHEMETCO	10000113	9,008.91
12/13/1999	23496 CHEMETCO	10000113	4,829.11
12/13/1999	23497 CHEMETCO	10000113	9,685.88
12/16/1999	23515 CHEMETCO	10000113	4,849.48
1/7/2000	23580 CHEMETCO	10000113	19,842.59
1/26/2000	23656 CHEMETCO	10000113	6,031.92
1/26/2000	23542 CHEMETCO	10000113	14,453.99
1/31/2000	23645 CHEMETCO	10000113	10,389.17
2/11/2000	23715 CHEMETCO	10000113	6,391.88
3/2/2000	23796 CHEMETCO	10000113	3,302.15
3/10/2000	23844 CHEMETCO	10000113	10,473.42
3/23/2000	23901 CHEMETCO	10000113	11,282.01
4/3/2000	23958 CHEMETCO	10000113	18,954.16
4/5/2000	23971 CHEMETCO	10000113	4,826.24
4/5/2000	23972 CHEMETCO	10000113	14,117.92
4/5/2000	23972 CHEMETCO	10000113	4,570.27
4/7/2000	23981 CHEMETCO	10000113	10,496.15
4/13/2000	24017 CHEMETCO	10000113	2,893.90
4/24/2000	24053 CHEMETCO 174169	10000113	9,548.93
5/15/2000	24183 CHEMETCO 00174431	10000113	7,902.87
5/17/2000	24197 CHEMETCO	10000113	16,722.11
5/17/2000	24200 CHEMETCO	10000113	10,308.53
5/30/2000	24232 CHEMETCO	10000113	10,680.38
6/8/2000	24285 CHEMETCO	10000113	13,050.74
6/30/2000	24386 CHEMETCO 00174762	10000113	7,078.33
7/3/2000	24385 CHEMETCO #00174909	10000113	11,416.98
7/13/2000	24432 CHEMETCO 00175016	10000113	11,264.54
7/14/2000	24446 CHEMETCO 001715104	10000113	29,679.08
7/20/2000	24475 24475 CHEMETCO	10000113	12,246.03
7/28/2000	24528 M24528 CHEMETCO	10000113	10,803.71
7/28/2000	24529 M24529 CHEMETCO	10000113	6,065.68
8/30/2000	24691 CHEMETCO	10000113	12,644.23
9/1/2000	24689 CHEMETCO	10000113	22,459.12
9/1/2000	24702 CHEMETCO	10000113	14,114.63
9/12/2000	24756 CHEMETCO	10000113	13,640.03
9/14/2000	24765 CHEMETCO	10000113	13,562.01
9/18/2000	24776 CHEMETCO	10000113	6,336.50
10/10/2000	24881 CHEMETCO	10000113	20,826.00
10/16/2000	24918 CHEMETCO	10000113	-5,112.52

5/21/2008

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Date	Check Invoice Number Number	G/L Account	Amount
10/16/2000	24918 CHEMETCO ADJ.	10000113	-1.86
10/16/2000	24918 CHEMETCO	10000113	11,772.46
10/16/2000	24918 CHEMETCO ADJ.	10000113	5,114.38
10/16/2000	24918 CHEMETCO CORRECTION	10000113	5,114.38
10/27/2000	57973 CHEMETCO	10000113	8,409.22
11/1/2000	24989 CHEMETCO	10000113	13,463.07
11/13/2000	25066 CHEMETCO	10000113	11,400.51
11/13/2000	25065 CHEMETCO	10000113	12,059.26
11/22/2000	25101 CHEMETCO	10000113	11,012.27
12/7/2000	25177 CHEMETCO	10000113	11,230.99
12/11/2000	25192 CHEMETCO	10000113	15,146.53
12/22/2000	25230 CHEMETCO	10000113	12,381.05
1/12/2001	25297 CHEMETCO	10000113	5,406.45
1/12/2001	25297 CHEMETCO	10000113	-5,406.45
1/12/2001	25297 CHEMETCO	10000113	6,350.38
1/22/2001	25329 CHEMETCO	10000113	8,357.70
1/26/2001	25354 CHEMETCO	10000113	5,258.39
2/14/2001	25446 CHEMETCO 177800	10000113	11,962.13
3/9/2001	25560 CHEMETCO 177958	10000113	10,921.87
3/9/2001	25568 CHEMETCO 177983	10000113	14,538.04
3/9/2001	25569 CHEMETCO 178163	10000113	10,501.98
3/21/2001	25619 CHEMETCO	10000113	11,375.96
4/9/2001	25680 CHEMETCO 178427	10000113	10,877.68
4/12/2001	25705 CHEMETCO 178470	10000113	14,959.38
4/16/2001	25730 CHEMETCO 00178656	10000113	7,486.97
5/3/2001	25803 CHEMETCO 178780	10000113	9,993.96
5/4/2001	25817 CHEMETCO 178884	10000113	9,987.02
5/10/2001	25846 CHEMETCO 178883	10000113	2,859.84
5/18/2001	25869 CHEMETCO 178885	10000113	6,730.73
5/18/2001	25880 CHEMETCO 179010	10000113	6,762.23
5/21/2001	411361 CHEMETCO 179011	10000113	7,688.92
6/11/2001	25970 CHEMETCO 179345	10000113	7,889.31
6/11/2001	25969 CHEMETCO 179134	10000113	3,803.07
6/21/2001	26014 CHEMETCO 179344	10000113	9,586.36
6/25/2001	26001 CHEMETCO 179345	10000113	3,681.95
6/27/2001	26037 CHEMETCO 179134	10000113	4,433.78
7/13/2001	26097 CHEMETCO 179554	10000113	9,473.22
7/16/2001	26105 CHEMETCO 179681	10000113	11,043.77
8/6/2001	26147 CHEMETCO 179778	10000113	5,160.52
8/16/2001	26204 CHEMETCO 179778	10000113	6,162.88
9/10/2001	59224 CHEMETCO 179973	10000113	9,304.12
9/17/2001	26358 CHEMETCO 180186	10000113	2,871.32
9/17/2001	26358 CHEMETCO 180187	10000113	7,092.76
9/26/2001	26401 CHEMETCO 180277	10000113	9,450.78

5/21/2008

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Date	Check Invoice Number Number	G/L Account	Amount
10/26/2001	26553 CHEMETCO 180757	10000113	12,839.59
10/26/2001	26552 CHEMETCO 180640	10000113	12,839.59
10/26/2001	26552 CHEMETCO 180640	10000113	704.03
10/29/2001	26568 CHEMETCO 180757	10000113	2,444.71
10/29/2001	26568 CHEMETCO 180640	10000113	7,613.73
10/29/2001	26566 CHEMETCO 180888	10000113	12,491.52

ATTACHMENT C
(# JB-R-0095 – JB-R-0098)

Material Safety Data Sheet

Johnson Brass & Machine Foundry, Inc.

Manufacturer
270 North Mill Street, P.O. Box 219

Address
Saukville, WI 53080

262-377-9440
Phone Number (For Information)

262-377-9440
Emergency Phone Number

Telex*

COPPER ALLOY C81540

Identity (Trade Name As Used On Label)

n/a

MSDS Number*

n/a

CAS Number*

3-12-02

Date Prepared

James P. McNulty

Prepared By*

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

SECTION 1 - MATERIAL IDENTIFICATION AND INFORMATION

COMPONENTS -- Chemical Name & Common Names (Hazardous Components 1% or greater; Carcinogens 0.1% or greater)		%*	OSHA PEL	ACGIH TLV	OTHER LIMITS RECOMMENDED
Elements	CAS Number	Weight			
Copper	7440-50-8	96.5	See Attached List		
Nickel	7440-02-0	2.5			
Chromium	7440-47-3	0.5			
Silicon	7440-21-3	0.5			
Non-Hazardous Ingredients					
TOTAL Weight%		100			

SECTION 2 - PHYSICAL / CHEMICAL CHARACTERISTICS

Boiling Point	n/a	Specific Gravity (H ₂ O = 1)	8.82
Vapor Pressure (mm Hg and Temperature)	n/a	Melting Point	2000° F
Vapor Density (Air = 1)	n/a	Evaporation Rate (= 1)	n/a
Solubility in Water	nil	Water Reactive	nil

Appearance and Odor
Metallic red color - no odor

SECTION 3 - FIRE AND EXPLOSION HAZARD DATA

Flash Point and Method Used	n/a	Auto-ignition Temperature	n/a	Flammability Limits in Air % by Volume	n/a	LEL	UEL
Extinguisher Media	n/a						
Special Fire Fighting Procedures	n/a						

Unusual Fire and Explosion Hazards
n/a

*Optional

JB-R-0095

SECTION 4 - REACTIVITY HAZARD DATA

C 81540

STABILITY

☒ Stable
☐ UnstableConditions
To Avoid

n/a

Incompatibility
(Materials to Avoid)

Nitric acid vigorously attacks this alloy.

Hazardous
Decomposition Products

Nitric acid releases mixed nitrogen oxides.

HAZARDOUS POLYMERIZATION

☐ May Occur
☒ Will Not OccurConditions
To Avoid

n/a

SECTION 5 - HEALTH HAZARD DATA

PRIMARY ROUTES
OF ENTRY☒ Inhalation
☐ Skin Absorption☒ Ingestion
☐ Not HazardousCARCINOGEN
LISTED IN☐ NTP
☐ IARC Monograph☐ OSHA
☒ Not Listed

HEALTH HAZARDS

Acute n/a

Chronic n/a

Signs and Symptoms
of Exposure

n/a

Medical Conditions
Generally Aggravated by Exposure

n/a

EMERGENCY FIRST AID PROCEDURES - Seek medical assistance for further treatment, observation and support if necessary.

Eye Contact

Flush eyes carefully with water; seek medical assistance.

(DUST)

Skin Contact

Clean contaminated areas with soap and water.

(DUST)

Inhalation

Remove victim from fume exposure and seek medical attention.

(WELDING)

Ingestion

Seek medical attention for heavy metal poisoning.

(DUST)

SECTION 6 - CONTROL AND PROTECTIVE MEASURES

Respiratory Protection
(Specify Type)

Metal fume protection respirators (OSHA approved. 3M 9920, ETC.)

Protective Gloves

Used during handling

Eye Protection

Used during machining operations.

VENTILATION
TO BE USED☐ Local Exhaust n/a☐ Mechanical (general) n/a☐ Special n/a☒ Other (specify)

Approved ventilation techniques during welding operations.

Other Protective
Clothing and Equipment

As required during handling and welding practice.

Hygienic Work
Practices

As good work practices dictate.

SECTION 7 - PRECAUTIONS FOR SAFE HANDLING AND USE / LEAK PROCEDURES

Steps to be Taken If Material
Is Spilled Or Released

n/a

Waste Disposal
MethodsUnused product should be tested to determine health status and
disposal requirements per regulations.Precautions to be Taken
in Handling and Storage

n/a

Other Precautions and/or Special Hazards

n/a

NFPA Rating* Health 0 Flammability 0 Reactivity 0 Special n/a HMIS Rating* Health 0 Flammability 0 Reactivity 0 Personal Protection 0

Continued

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Reorder No. 2217-2

JB-R-0096

SECTION 4 - REACTIVITY HAZARD DATA C 81500

STABILITY <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Unstable	Conditions To Avoid n/a
Incompatibility (Materials to Avoid) Nitric acid vigorously attacks this alloy.	
Hazardous Decomposition Products Nitric acid releases mixed nitrogen oxides.	
HAZARDOUS POLYMERIZATION <input type="checkbox"/> May Occur <input checked="" type="checkbox"/> Will Not Occur	Conditions To Avoid n/a

SECTION 5 - HEALTH HAZARD DATA

PRIMARY ROUTES OF ENTRY	<input checked="" type="checkbox"/> Inhalation <input type="checkbox"/> Skin Absorption	<input checked="" type="checkbox"/> Ingestion <input type="checkbox"/> Not Hazardous	CARCINOGEN LISTED IN	<input type="checkbox"/> NTP <input type="checkbox"/> IARC Monograph	<input type="checkbox"/> OSHA <input checked="" type="checkbox"/> Not Listed
HEALTH HAZARDS	Acute n/a				
	Chronic n/a				
Signs and Symptoms of Exposure n/a					
Medical Conditions Generally Aggravated by Exposure n/a					
EMERGENCY FIRST AID PROCEDURES - Seek medical assistance for further treatment, observation and support if necessary.					
Eye Contact Flush eyes carefully with water; seek medical assistance. (DUST)					
Skin Contact Clean contaminated areas with soap and water. (DUST)					
Inhalation Remove victim from fume exposure and seek medical attention. (WELDING)					
Ingestion Seek medical attention for heavy metal poisoning. (DUST)					

SECTION 6 - CONTROL AND PROTECTIVE MEASURES

Respiratory Protection (Specify Type)	Metal fume protection respirators (OSHA approved. 3M 9920, ETC.)		
Protective Gloves	Used during handling	Eye Protection	Used during machining operations.
VENTILATION TO BE USED	<input type="checkbox"/> Local Exhaust n/a		
	<input type="checkbox"/> Mechanical (general) n/a		
<input checked="" type="checkbox"/> Other (specify) Approved ventilation techniques during welding operations.			
Other Protective Clothing and Equipment As required during handling and welding practice.			
Hygienic Work Practices As good work practices dictate.			

SECTION 7 - PRECAUTIONS FOR SAFE HANDLING AND USE / LEAK PROCEDURES

Steps to be Taken if Material is Spilled Or Released n/a	
Waste Disposal Methods	Unused product should be tested to determine health status and disposal requirements per regulations.
Precautions to be Taken in Handling and Storage	n/a
Other Precautions and/or Special Hazards n/a	

NFPA Rating	Health 0	Flammability 0	Reactivity 0	Special n/a	HMIS Rating	Health 0	Flammability 0	Reactivity 0	Personal Protection 0
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ATTACHMENT D
(# JB-R-0099 – JB-R-0152)

UMBRELLA EXCESS LIABILITY

Named Insured:

Johnson Brass & Machine Foundry, Inc.

Company:

Vigilant Insurance Co. - Chubb Insurance Group

Policy Number:

7975-93-29

Effective Dates:

April 1, 2001 to April 1, 2002

Limits of Liability:

\$ 15,000,000 – Each Occurrence
\$ 15,000,000 – Products and Completed Operations-Aggregate
\$ 15,000,000—Other Aggregate (where applicable)
\$ 0 – Retained Limit Aggregated

Underlying Liability:

Comprehensive General Liability (Chubb Insurance)

\$ 1,000,000 - Combined Single Limit for Bodily Injury & Property Damage, Each Occurrence
\$ 2,000,000 – Products & Completed Operations Annual Aggregate
\$ 2,000,000 - General Aggregate
\$ 1,000,000 – Personal & Advertising Injury Limit

Automobile Liability (Chubb Insurance)

\$ 1,000,000 - Combined Single Limit for Bodily Injury & Property Damage, Each Accident

Employer's Liability (Connecticut Indemnity)

\$ 100,000 - Bodily Injury by Accident, Each Accident
\$ 100,000 - Bodily Injury by Disease, Each Employee
\$ 500,000 - Bodily Injury by Disease, Policy Limit

Foreign General Liability (Chubb Insurance)

\$ 1,000,000 – Bodily Injury by Accident, Each Accident
\$ 1,000,000 – Personal & Advertising Injury
\$ 1,000,000 – Products & Completed Operations

Foreign Automobile Liability (Chubb Insurance)

\$ 1,000,000 – Bodily Injury each Person
\$ 1,000,000 – Bodily Injury & Property Damage each occurrence

Foreign Employers Liability (Chubb Insurance)

\$ 100,000 – Coverage B Employers Liability



UMBRELLA EXCESS LIABILITY, continued

Endorsements:

- Wisconsin Amendatory Endorsement
- Absolute Pollution
- Care, custody and control
- Foreign Exclusion
- Intellectual Property Exclusion
- Refer to Policy for full list of conditions & exclusions

Note:

The Umbrella premium is flat.
No audit is done at year end.
Above subject to policy terms, conditions, and exclusions.





THE CHUBB COMMERCIAL UMBRELLA

Policy Notice

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.
Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

Problems With Your Insurance?

KEEP THIS POLICY NOTICE WITH YOUR INSURANCE PAPERS

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

You can also contact the *Office Of The Commissioner Of Insurance*, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the *Office Of The Commissioner Of Insurance* by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.



THE CHUBB COMMERCIAL UMBRELLA

Declarations

Named Insured and Mailing Address (Item 1)

JOHNSON BRASS & MACHINE FOUNDRY, INC.
270 N. MILL ST. BOX 219
SAUKVILLE, WI 53080

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Policy Number 7975-93-29

Previous Policy No.

Issued by the stock insurance company indicated
below, herein called the company.

VIGILANT INSURANCE COMPANY

Producer No. 0039690

Incorporated under the laws of
New York

Producer FITZGERALD, CLAYTON, JAMES AND KASTEN, INC.
735 N. WATER ST. #1328
MILWAUKEE, WI 53202-4117

Policy Period (Item 2)

From: APRIL 01, 2001 To: APRIL 01, 2002
12:01 A.M. standard time at the address of the insured as stated.

Premium (Item 3)

	Amount
	\$ 14,180.00

Limits of Insurance (Item 4)

	Amount
a. Each Occurrence	\$ 15,000,000.
b. Products Completed Operations Aggregate	\$ 15,000,000.
c. Other Aggregate (where applicable)	\$ 15,000,000.
d. Retained Limit Aggregate	- 0 -

Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers.

VIGILANT INSURANCE COMPANY

Henry A. Aubel
Secretary

Robert R. Hume
President

Authorized Representative

Date April 10, 2001

Robert Hamburger



THE CHUBB COMMERCIAL UMBRELLA

Schedule of Forms

Policy Period	APRIL 01, 2001	to APRIL 01, 2002
Effective Date	April 1, 2001	
Policy Number	7975-93-29	
Insured	JOHNSON BRASS & MACHINE FOUNDRY, INC.	
Name of Company	VIGILANT INSURANCE COMPANY	
Date Issued	April 10, 2001	

Form number

As of the effective date printed above, this is the Schedule of Forms applicable to this policy:

'92 WISC. DECLARATIONS UMB LIAB - VIGILANT	07-02-0926	(09/92)
THE CHUBB COMMERCIAL UMBRELLA	07-02-0815	(09/92)
PERSONAL INJURY/DISCRIMINATION DEFINIT -COV B	07-02-1535	(10/99)
EMPLOYMENT-RELATED PRACTICES EXCLUSION -COVER	07-02-1536	(10/99)
WISCONSIN AMENDATORY ENDORSEMENT- UMBREL	07-02-1035	(05/93)
CARE, CUSTODY OR CONTROL EXCL. - A AND B	07-02-0837	(09/92)
FOREIGN EXCL. - B	07-02-0861	(06/94)
INTELLECTUAL PROPERTY EXCLUSION COVERAGE A&B	07-02-1146	(06/94)
POLL EXCL - A - ABSOLUTE	07-02-0885	(09/92)
SCHEDULE OF UNDERLYING INSURANCE	07-02-0922	(09/92)





THE CHUBB COMMERCIAL UMBRELLA

Schedule of Underlying Insurance

Effective date APRIL 1, 2001

Policy Number 7975-93-29

Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.

Employers Liability

Name	CONNECTICUT INDEMNITY COMPANY	Coverage B - Employer's Liability	
		\$ 100,000.	each Accident
Policy No.	39-66-76	Disease	
Term	04/01/2001	\$ 500,000.	each Policy
to	04/01/2002	\$ 100,000.	each Employee each State

Commercial General Liability

Name	FEDERAL INSURANCE COMPANY	\$ 1,000,000.	each Occurrence
		\$ 2,000,000.	General Aggregate (other than Products Completed Operations)
Policy No.	3535-01-60		
Term	04/01/2001		
to	04/01/2002	\$ 2,000,000.	Products Completed Operations Aggregate
Occurrence		\$ 1,000,000.	Personal and Advertising Injury

Includes all Premises and Operations of the Insured

Automobile Liability

Name	FEDERAL INSURANCE COMPANY	Bodily Injury Liability	
			each Person
Policy No.	7323-34-59		each Occurrence
Term	04/01/2001	Property Damage Liability	
to	04/01/2002		each Occurrence
		or	
		\$ 1,000,000.	Combined Single Limit

Includes all owned, non-owned and hired cars





THE CHUBB COMMERCIAL UMBRELLA

Schedule of Underlying Insurance

Effective date APRIL 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.

Foreign Automobile Liability

Name	GREAT NORTHERN INSURANCE COMPANY	\$ 1,000,000.	BI-Each Person
Policy No.	7322-40-25	\$ 1,000,000.	BI-Each
Term	04/01/2001		Occurrence
to	04/01/2002	\$ 1,000,000.	PD-Each Occurrence

Occurrence

Foreign Employers Liability

Name	GREAT NORTHERN INSURANCE COMPANY	\$ 100,000.	Coverage B - Employers Liab.
Policy No.	7322-40-25		
Term	04/01/2001		
to	04/01/2002		

Occurrence

Foreign General Liability

Name	GREAT NORTHERN INSURANCE COMPANY	\$ 1,000,000.	BI / PD
Policy No.	7322-40-25	\$ 1,000,000.	PI / AI
Term	04/01/2001		
to	04/01/2002	\$ 1,000,000.	Products/CompL. Op. Aggregate

Occurrence

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

Date April 10, 2001

Robert Hamburger





THE CHUBB COMMERCIAL UMBRELLA

Introduction

This liability insurance policy features two insuring agreements:

- A. Excess Follow Form Liability coverage; and
- B. Umbrella Liability coverage.

Excess Follow Form Liability adds excess limits over scheduled underlying coverages.

Umbrella Liability adds a broadening measure of coverage against many of the gaps in and between the underlying coverages.

Together, these separate coverages share the Limits of Insurance.





THE CHUBB COMMERCIAL UMBRELLA

Contract

Please read your policy carefully. It explains your rights and duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us", and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such in the Definitions of this policy.

Other words and phrases that are printed in bold-face type are defined in the policy. These definitions are found in the Definitions section or in the specific policy provision where they appear.

Insuring Agreements

Coverage A - Excess Follow Form Liability Insurance

Under Coverage A, we will pay on behalf of the **insured**, that part of **loss** covered by this insurance in excess of the total applicable limits of **underlying insurance**, provided the injury or offense takes place during the Policy Period of this policy. The terms and conditions of **underlying insurance** are with respect to Coverage A made a part of this policy, except with respect to:

- A. any contrary provision contained in this policy; or
- B. any provision in this policy for which a similar provision is not contained in **underlying insurance**.

With respect to the exceptions stated above, the provisions of this policy will apply.

The amount we will pay is limited as described in Limits of Insurance.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not cover **loss**, for reasons other than exhaustion of an aggregate limit of insurance by payment of claims, then we will not cover such **loss**.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

If we are prevented by law from paying on behalf of the **insured** for coverage provided under this insurance, then we will indemnify the **insured**.

Insuring Agreements
(continued)

**Coverage B - Umbrella
Liability Insurance**

Under Coverage B, we will pay on behalf of the **insured**, damages the **insured** becomes legally obligated to pay by reason of liability imposed by law or assumed under an **insured contract** because of **bodily injury, property damage, personal injury, or advertising injury** covered by this insurance which takes place during the Policy Period of this policy and is caused by an **occurrence**. We will pay such damages in excess of the Retained Limit Aggregate specified in Item 4 d. of the Declarations or the amount payable by **other insurance**, whichever is greater.

Damages because of **bodily injury** include damages claimed by any person or organization for care or loss of services resulting at any time from the **bodily injury**.

This coverage applies anywhere.

The amount we will pay is limited as described in Limits of Insurance.

Coverage B will not apply to any loss, claim or **suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the limits of insurance of **underlying insurance**.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

If we are prevented by law from paying on behalf of the **insured** for coverage provided under this insurance, then we will indemnify the **insured**.

**Defense and
Supplementary
Payments**

**Applicable to
Coverage A and
Coverage B**

- A. We have the right and the duty to assume control of the investigation, settlement or defense of any claim or **suit** against the **insured** for damages covered by this policy:
 - 1. under Coverage A, when the applicable limit of **underlying insurance** has been exhausted by payment of claims; or
 - 2. under Coverage B, when damages are sought for **bodily injury, property damage, personal injury or advertising injury** to which no **underlying insurance or other insurance** applies.
- B. In those circumstances where paragraph A. above applies, in addition to the applicable Limits of Insurance, we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
 - 1. up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds;



THE CHUBB COMMERCIAL UMBRELLA

Defense and Supplementary Payments

*Applicable to
Coverage A and
Coverage B
(continued)*

2. the cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds;
 3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit**; including actual loss of earnings up to \$300 per day because of time off from work;
 4. costs taxed against the **insured** in the **suit**;
 5. pre-judgment interest awarded against the **insured** on that part of the judgment we pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and
 6. all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable Limits of Insurance.
- C. In those circumstances where paragraph A. above does not apply, we do not have the duty to assume control of the investigation, settlement or defense of any claim or **suit** against the **insured**. We do, however, have the right to participate in the investigation, settlement or defense of any claim or **suit** that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not defend any **suit** after we have exhausted the applicable Limit of Insurance as stated in Item 4 of the Declarations.

If we are prevented by law from carrying out this provision, we will pay any expense incurred with our consent.

Limits of Insurance

*Applicable to
Coverage A and
Coverage B*

- A. With respect to Coverage A and Coverage B, the Limits of Insurance shown in Item 4 of the Declarations and the rules below determine the most we will pay, regardless of the number of:
1. **insureds**;
 2. claims made or **suits** brought against any or all **insureds**;
 3. coverages provided under this policy; or
 4. persons or organizations making claims or bringing **suits**.

Limits of Insurance

Applicable to Coverage A and Coverage B (continued)

B. The Limits of Insurance of this policy will apply as follows:

1. The limit for Each Occurrence stated in Item 4 a. of the Declarations is the most we will pay for all damages arising out of any one occurrence, even if such damages are covered, in whole or in part, under both Coverage A and Coverage B.

Any amount paid for damages arising out of an occurrence will reduce the amount of the applicable aggregate limit of insurance available for payment of damages arising out of any other occurrence.

If the applicable aggregate limit of insurance has been reduced by payment of damages to an amount that is less than the limit for Each Occurrence stated in Item 4 a. of the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other occurrence.

2. Subject to paragraph B.1. above, the limit stated in Item 4 b. of the Declarations for the Products Completed Operations Aggregate is the most we will pay for all damages under the products-completed operations hazard.
3. Subject to paragraph B.1. above, the limit stated in Item 4 c. of the Declarations for the Other Aggregate is the most we will pay for all damages under Coverage A, and separately under Coverage B, except for: a) damage covered under the products-completed operations hazard or, b) damage covered in **underlying insurance** to which no underlying aggregate limit applies.

However, with respect to Coverage A only, the Other Aggregate will apply in the same manner as the aggregate in each policy listed in the Schedule of Underlying insurance.

- C. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Applicable to Coverage A Only

A. With respect to Coverage A and subject to paragraphs B.1., B.2. and B.3. above:

1. if the limits of **underlying insurance** have been reduced by payment of loss, this policy will drop down to become immediately excess of the reduced underlying limit; or
2. if the limits of **underlying insurance** have been exhausted by payment of loss, this policy will continue in force as **underlying insurance**.



THE CHUBB COMMERCIAL UMBRELLA

Limits of Insurance

*Applicable to
Coverage A Only
(continued)*

The provisions of A.1. and A.2. above apply to injury or offense which takes place before the expiration of this policy or the underlying policy, whichever comes first.

Exclusions

*Applicable to
Coverage A and
Coverage B*

A. Under Coverage A and Coverage B, this insurance does not apply to:

Asbestos Liability

any liability based on, attributable to, related to or in any manner arising out of:

1. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibers or material containing asbestos;
2. exposure to asbestos, asbestos fibers or material containing asbestos; or
3. any error or omission in supervision, instructions, recommendations, notices, warnings, or advice given, or which should have been given, in connection with asbestos, asbestos fibers or material containing asbestos.

Employment Practices

any liability based on, attributable to, related to or in any manner arising out of any actual or alleged:

1. termination of any employee;
2. failure to promote or advance any employee; or
3. failure to hire any prospective employee or any applicant for employment.

Laws, Various

any liability or obligation imposed on the **insured** under any of the following:

1. any uninsured/underinsured motorist or automobile no fault or first party personal injury law;
2. any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
3. the United States' Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

Nuclear Energy Liability

any liability excluded by the Nuclear Energy Liability Exclusion on Page 19 of this policy.

Exclusions

(continued)

Applicable to Coverage A Only

B. Under Coverage A, this insurance does not apply to:

Pollution Liability

1. any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - a. that are, or that are contained in any property that is:
 - (1) being moved from the place where such property or **pollutants** are accepted by an **insured** for movement into or onto the covered auto;
 - (2) being transported or towed by the covered auto;
 - (3) otherwise in the course of transit by or on behalf of an **insured**;
 - (4) being stored, disposed of, treated or processed in or upon the covered auto; or
 - (5) being moved from the covered auto to the place where such property or **pollutants** are finally delivered, disposed of or abandoned by an **insured**;
 - b. at or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to, any **insured**;
 - c. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - d. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom any **insured** may be legally responsible; or
 - e. at or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations:
 - (1) if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of **pollutants**.



THE CHUBB COMMERCIAL UMBRELLA

Exclusions

Applicable to
Coverage A Only
(continued)

Paragraphs 1.a.(4) and 1.b. through 1.c. above do not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered auto or its parts, if the **pollutants** escape, seep or migrate or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**.

Paragraphs 1.b. through 1.c. above do not apply to **pollutants** not in or upon the covered auto if:

- a. the **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of the covered auto;
- b. the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage; and
- c. the bodily injury or property damage is not otherwise excluded under paragraph 1.a. of this exclusion.

Paragraphs 1.b. and 1.c.(1) above do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

2. any loss, cost or expense arising out of any:
 - a. request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. claim or **suit** by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

As used in this exclusion:

1. **hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be; and
2. **pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

Underlying Insurance Exclusions

any liability excluded by **underlying insurance**.

Exclusions

(continued)

Applicable to Coverage B Only

C. Under Coverage B, this insurance does not apply to:

Aircraft, Owned or Chartered Without Crew

any liability arising out of the ownership, maintenance, use, loading or unloading or entrustment to others of any aircraft owned by you or rented, loaned, or chartered by or on behalf of you without crew.

Autos: USA, Puerto Rico and Canada

any liability arising out of the ownership, maintenance, use, loading or unloading or entrustment to others of **autos** within the United States of America, including its possessions and territories, Puerto Rico, Canada or while **autos** are being transported between these places.

Breach of Contract, Failure to Perform, Wrong Description

advertising injury arising out of:

1. breach of contract;
2. the failure of goods, products or services to conform with advertised quality or performance; or
3. the wrong description of the price of goods, products or services.

Damage to Impaired Property

property damage to impaired property or property that has not been physically injured arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to Your Product

property damage to your product arising out of it or any part of it.

Damage to Your Work

property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.



THE CHUBB COMMERCIAL UMBRELLA

Exclusions

*Applicable to
Coverage B Only
(continued)*

Employee Injury

1. any injury to an employee of the **insured** arising out of and in the course of employment by the **insured**; or
2. any injury to the spouse, child, parent, brother, or sister of that employee as a consequence of 1. above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity, or to any obligation to share damages with or repay someone else who must pay damages because of an injury.

Falsity, Prior Publication, Willful Violation

personal injury or **advertising injury** arising out of:

1. oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
2. oral or written publication of material whose first publication took place before the beginning of the policy period; or
3. willful violation of a penal statute or ordinance committed by or with the consent of the **insured**.

Intentional Acts

bodily injury or **property damage** which results from an act that is intended by the **insured** or can be expected from the standpoint of a reasonable person to cause **bodily injury** or **property damage**, even if the injury or damage is of a different degree or type than actually intended or expected.

This exclusion does not apply to **bodily injury** caused by the use of reasonable force to protect people or property.

Owned Watercraft

any liability arising out of the ownership, maintenance, use, loading or unloading or entrustment to others of any watercraft owned by you. This exclusion does not apply to watercraft while ashore on premises you own or rent.

Pollution Liability

1. any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**; or

Exclusions

Applicable to
Coverage B Only
(continued)

2. any loss, cost or expense arising out of any:
 - a. request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. claim or **suit** by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

As used in this exclusion, **pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

This exclusion applies whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

Product Recall

damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **your product**;
2. **your work**; or
3. **impaired property**;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Property Damage, Various

property damage to:

1. property you own;
2. that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations;
3. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it; or
4. the property of one **insured** in the care, custody or control of another **insured**.

Paragraph 3. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.



THE CHUBB COMMERCIAL UMBRELLA

Definitions

Applicable to Coverage A and Coverage B

In this policy words and phrases appearing in bold-face type have the defined meanings shown below.

A. The following Definitions are applicable to Coverage A and Coverage B.

Other insurance means a policy of insurance affording coverage that this policy also affords. **Other insurance** includes any type of self-insurance or other mechanism by which an **insured** arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

Suit means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Underlying insurance means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy.

Applicable to Coverage A Only

B. The following definitions are applicable to Coverage A only.

Insured means:

1. the Named Insured stated in Item 1 of the Declarations;
2. any person or organization included as an insured in **underlying insurance**; and
3. at your option and subject to the terms of this policy at the time of claim or **suit**, persons or organizations included as additional insureds in **underlying insurance**, but only for their liability arising out of operations of the Named Insured.

Loss means those sums actually paid in the settlement or satisfaction of a claim which the **insured** is legally obligated to pay as damages because of injury or offense, after making proper deductions for all recoveries and salvage.

Applicable to Coverage B Only

C. The following definitions are applicable to Coverage B only.

Advertising injury means injury, other than **bodily injury** or **personal injury**, arising solely out of one or more of the following offenses committed in the course of **advertising** your goods, products or services:

1. oral or written publication of **advertising** material that slanders or libels a person or organization;
2. oral or written publication of **advertising** material that violates a person's right of privacy; or

Definitions

*Applicable to
Coverage B Only
(continued)*

3. infringement of copyrighted titles, slogans or other **advertising** materials.

Advertising means any paid: advertisement, publicity article, broadcast or telecast.

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; but an **auto** does not include **mobile equipment**.

Bodily injury means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

1. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. you have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. the repair, replacement, adjustment or removal of **your product** or **your work**, or
 2. your fulfilling the terms of the contract or agreement.

Insured means:

1. the **named insured**;
2. any partner, joint venture member, executive officer, employee, director or stockholder of the **named insured** while acting within the scope of his or her duties as such;
3. if the **named insured** is an individual, the individual so designated and spouse, but only with respect to the conduct of a business of which the individual is the sole proprietor;
4. any organization over which the **named insured** maintains majority interest and to which more specific insurance does not apply, other than one which you newly acquire or form;
5. any newly acquired or formed organization over which the **named insured** maintains majority interest and to which more specific insurance does not apply; provided that this policy does not apply to any injury or damage that took place before you acquired or formed the organization;
6. any person or organization while acting as your real estate manager; or
7. your legal representative if you die, but only with respect to duties as such.

No person or organization is an **insured** with respect to the conduct of any current, past or newly formed partnership or joint venture that is not designated within the Declarations of this policy as **named insured**.



THE CHUBB COMMERCIAL UMBRELLA

Definitions

*Applicable to
Coverage B Only
(continued)*

Insured contract means any written or oral agreement entered into by the **insured** in the usual course of the business operations of the **insured** in which the **insured** assumes **tort liability** of another to pay damages because of **bodily injury, property damage, personal injury or advertising injury** to a third person or organization where the contract or agreement is made prior to the injury or offense.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in 1., 2., 3. or 4. above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
- b. cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Definitions

*Applicable to
Coverage B Only
(continued)*

Named Insured means the person(s) and organization(s) designated in Item 1 of the Declarations of this policy.

Occurrence means:

1. with respect to **bodily injury** or **property damage** liability, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
2. with respect to **personal injury** or **advertising injury**, a covered offense. All damages that arise from the same act, publication or general conditions are considered to arise out of the same occurrence, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses committed in the course of your business, other than your **advertising**:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor;
4. oral or written publication of material that slanders or libels a person or organization;
5. oral or written publication of material that violates a person's right of privacy; or
6. discrimination (unless insurance thereof is prohibited by law).

Products-completed operations hazard means all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:
 - a. when all of the work called for in your contract has been completed;
 - b. when all of the work to be done at the site has been completed if your contract calls for work at more than one site; or



THE CHUBB COMMERCIAL UMBRELLA

Definitions

*Applicable to
Coverage B Only
(continued)*

- c. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include **bodily injury** or **property damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by loading or unloading of it; or
2. the existence of tools, uninstalled equipment or abandoned or unused materials.

Property damage means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Your product means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

1. warranties or representation made at any time with respect to the fitness, quality, durability, performance or use of **your product** and
2. the providing or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for use of others but not sold.

Your work means:

1. work or operations performed by you or on your behalf; and

Definitions

*Applicable to
Coverage B Only
(continued)*

2. materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
2. the providing of or failure to provide warnings or instructions.

Conditions

*Applicable to
Coverage A and
Coverage B*

The following Conditions are applicable to both Coverage A and Coverage B.

Appeals

At our option we can initiate or participate in an appeal of a judgment against any **insured** if the judgment is for more than the amount of the Retained Limit Aggregate stated in Item 4 d. of the Declarations or the limits of insurance of **underlying insurance**.

If we initiate or participate in an appeal, we will pay our costs of the appeal. These payments will be in addition to the Limits of Insurance of this policy.

Audit of Books and Records

We may audit the **insured's** books and records at any time during the term of this insurance or within three years after expiration or termination.

Bankruptcy or Insolvency

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of our obligations under this policy.

Cancellation

The first **named insured** may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

We may cancel this policy at any time by sending to the first **named insured** a notice of 60 days (10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first **named insured's** last known address, and will indicate the date on which coverage is terminated.

If cancellation is at the request of the **insured**, return premium will be computed at 90% of pro rata. If we cancel, return premium will be computed pro rata. If this policy insures more than one **insured**, cancellation may be effected by the first **named insured** for the account of all the **insureds**. Notice of cancellation by us to such first **named insured** will be deemed notice to all **insureds** and payment of any return premium to such first **named insured** will be for the account of all interests.



THE CHUBB COMMERCIAL UMBRELLA

Conditions

*Applicable to
Coverage A and
Coverage B
(continued)*

Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not affect a waiver or change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy.

Duties in the Event of Occurrence, Claim or Suit

You must see to it that we and your underlying insurers:

1. are notified as soon as possible of any occurrence which may result in a claim if the claim may involve this policy or any **underlying insurance**;
2. receive notice of the claim or **suit** as soon as possible;
3. are helped, at our request, to enforce any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance applies; and
4. receive the **insured's** full cooperation as stated in this policy or in any **underlying insurance**.

Additionally, it is a requirement of this policy that:

1. the **insured** not make any admission of liability; and
2. the **insured** not, unless we agree, incur any expense or make any payment other than for first aid. Any such unauthorized expenses will be at the **insured's** own cost.

First Named Insured

The person or organization first named in Item 1 of the Declarations is primarily responsible for the payment of all premiums. The first **named insured** will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this policy.

Inspection

We have the right, but are not obligated to inspect the **insured's** premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

Conditions

Applicable to Coverage A and Coverage B (continued)

Maintenance of Underlying Insurance

While this policy is in effect you agree to maintain **underlying insurance** in full force. This means that:

1. **underlying insurance** may not be cancelled or non-renewed by either you or the insurance company without notifying us;
2. renewals or replacements of **underlying insurance** will not be more restrictive in coverage;
3. terms, conditions and endorsements of **underlying insurance** will not materially change;
4. collectibility of **underlying insurance** limits as listed in the Schedule of Underlying Insurance, or replacements thereof, must be available regardless of the bankruptcy or insolvency of the underlying insurers; and
5. limits of **underlying insurance** will not change except for any reduction in the aggregate limits of insurance by payment of loss.

Your failure and/or your underlying insurer's failure to comply with this condition will not invalidate this policy but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

Other Insurance

If **other insurance** applies to claims covered by this policy, the insurance under this policy is excess and we will not make any payments until the **other insurance** has been exhausted by payment of claims. This insurance is not subject to the terms or conditions of any **other insurance**.

Premium

The premium for this policy as stated in Item 3 of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **named insured**, this insurance applies:

1. as if each **named insured** were the only **named insured**; and
2. separately to each **insured** against whom claim is made or suit is brought.

Titles of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy, are inserted solely for convenience or reference and are not to be deemed in any way to affect the provisions to which they relate.



THE CHUBB COMMERCIAL UMBRELLA

Conditions

Applicable to Coverage A and Coverage B (continued)

Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

Transfer of Rights of Recovery

1. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.
2. Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

When Loss is Payable

This policy will not apply until the **insured**, or the **insured's** underlying insurer is obligated to pay the full amount of the underlying limit or Retained Limit Aggregate. When the amount of loss has finally been determined, we will promptly pay on behalf of the **insured** the amount of loss which falls within the terms of this policy. The first **named insured** will promptly reimburse us for any amount within the Retained Limit Aggregate paid by us.

Nuclear Energy Liability Exclusion

This policy does not apply to:

- A. any injury or damage:
1. with respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its terminations upon exhaustion of its limits of insurance; or
 2. resulting from the **hazardous properties** of **nuclear material** and with respect to which a) person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**Nuclear Energy
Liability Exclusion**

- B. any injury or **nuclear property damage** resulting from the **hazardous properties of nuclear material**, if:
1. the **nuclear material** a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or b) has been discharged or dispersed therefrom;
 2. the **nuclear material** is contained in spent fuel or **nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
 3. the injury or **nuclear property damage** arises out of the furnishing by an **insured** of services, materials, parts of equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to **nuclear property damage** to such **nuclear facility** and any property therein.
- C. As used in this exclusion:
1. **Hazardous properties** includes radioactive, toxic or explosive properties.
 2. **Nuclear facility** means:
 - a. any **nuclear reactor**;
 - b. any equipment or device designed or used for
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing **spent fuel** or
 - (3) handling, processing or packaging **nuclear waste**;
 - c. any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, **nuclear waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
 3. **Nuclear material** means source material, special nuclear material or by-product material.
 4. **Nuclear property damage** includes all forms of radioactive contamination of property.
 5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.



THE CHUBB COMMERCIAL UMBRELLA

Nuclear Energy Liability Exclusion (continued)

6. **Nuclear waste** means any nuclear waste material a) containing **by-product material** other than the tailings of nuclear waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and b) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph a. or b.
7. **Source material, special nuclear material, and by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
8. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.



THE CHUBB COMMERCIAL UMBRELLA

Endorsement

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.
Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

**Endorsement
Personal
Injury/Discrimination
Definition –
Coverage B**

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

Under "Definitions," "Applicable to Coverage B Only", subparagraph 6. of the definition titled "Personal Injury" is deleted and replaced by the following:

6. discrimination, harassment or segregation (unless insurance thereof is prohibited by law) based on protected human characteristics as established by law.

All other terms and conditions remain unchanged.

Authorized Representative

Date April 10, 2001



THE CHUBB COMMERCIAL UMBRELLA

Endorsement

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.
Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

**Endorsement
Employment – Related
Practices Exclusion –
Coverage A and
Coverage B**

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

Under "Exclusions," "Applicable to Coverage A and Coverage B", the exclusion titled "Employment Practices" is deleted and replaced by the following:

Employment-Related Practices

Under Coverage A and Coverage B, this insurance does not apply to any liability arising out of any damages sustained:

1. by any person at any time, whether or not sustained in the course of employment by any **insured**, which would not have been incurred in whole or in part but for any one or more employment-related acts, omissions, policies, practices, representations or relationships in connection with any **insured**, occurring in whole or in part at any time, including any:
 - a. arrest, detention, or imprisonment;
 - b. breach of any express or implied covenant;
 - c. coercion, criticism, humiliation, prosecution or retaliation;
 - d. defamation or disparagement;
 - e. demotion, discipline, evaluation or reassignment;
 - f. discrimination, harassment or segregation;

**Endorsement
Employment – Related
Practices Exclusion –
Coverage A and
Coverage B**
(continued)

- g. (1) eviction; or
(2) invasion or other violation of any right of occupancy;
 - h. failure or refusal to advance, compensate, employ or promote;
 - i. invasion or other violation of any right of privacy;
 - j. termination of employment; or
 - k. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
2. as a consequence of any of the foregoing.
- This exclusion applies:
- 1. whether the **insured** may be liable as an employer or in any other capacity; and
 - 2. to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative

Robert Hamburger

Date April 10, 2001



THE CHUBB COMMERCIAL UMBRELLA

Endorsement

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.
Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

Endorsement

Wisconsin Amendatory Endorsement

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

Under "Conditions", the condition titled "Transfer of Rights of Recovery" is deleted and replaced by the following:

Transfer of Rights of Recovery

1. All persons for whom we make payment under this insurance must transfer to us their right of recovery against any other party. Any such recovery shall be applied first to reimburse the **insured** for any amounts paid by it as damage not covered by this insurance (excluding punitive damages) and any remainder shall belong to us. After a loss the **insured** must do everything necessary to secure, and nothing to impair these rights.
2. Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

All other terms and conditions remain unchanged.

Authorized Representative

Date April 10, 2001



THE CHUBB COMMERCIAL UMBRELLA

Endorsement

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.
Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

**Endorsement
Care, Custody or
Control Exclusion -
Coverage A and
Coverage B**

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

Under "Exclusions", "Applicable to Coverage A and Coverage B", the following exclusion is added:

Care, Custody or Control

any damage to property described below, if the property is in the care, custody or control of the insured.

Description of property:

Real or Personal

All other terms and conditions remain unchanged.

Authorized Representative

Date April 10, 2001



THE CHUBB COMMERCIAL UMBRELLA

Endorsement

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.

Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

Endorsement Foreign Exclusion - Coverage B

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

Under "Exclusions," "Applicable to Coverage B Only," the following exclusion is added:

Foreign Liability

any liability for an **occurrence** outside the United States of America, its territories or possessions, Canada or Puerto Rico.

All other terms and conditions remain unchanged.

Authorized Representative

Date April 10, 2001





THE CHUBB COMMERCIAL UMBRELLA

Endorsement

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.
Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

**Endorsement
Intellectual Property
Exclusion - Coverage A
and Coverage B**

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

Under "Exclusions", "Applicable to Coverage A and Coverage B", the following exclusion is added:
Intellectual Property

This insurance does not apply to any liability arising out of or directly or indirectly related to: the actual or alleged publication or utterances of oral or written statements of any type which is claimed as an infringement, violation or defense of any of the following rights or laws:

1. copyright, other than infringement of copyrighted advertising materials;
2. patent;
3. trade dress;
4. trade secrets; or
5. trade mark or service mark or certification mark or collective mark or trade name, other than trademarked or service marked titles or slogans.

All other terms and conditions remain unchanged.

Authorized Representative

Date April 10, 2001



THE CHUBB COMMERCIAL UMBRELLA

Endorsement

Policy Period APRIL 01, 2001 to APRIL 01, 2002
Effective Date April 1, 2001
Policy Number 7975-93-29
Insured JOHNSON BRASS & MACHINE FOUNDRY, INC.
Name of Company VIGILANT INSURANCE COMPANY
Date Issued April 10, 2001

Endorsement Pollution Exclusion - Coverage A - Absolute

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

Under "Exclusions", "Applicable to Coverage A Only", the exclusion titled "Pollution Liability" is deleted and replaced with the following:

Pollution Liability

1. any liability arising out of the actual, alleged or threatened discharge, dispersal, migration, seepage, release or escape of **pollutants**.
2. any loss, cost or expense arising out of any:
 - a. request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. claim or suit by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way respond to, or assessing the effects of **pollutants**.

As used in this exclusion, **pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

Endorsement
Pollution Exclusion -
Coverage A - Absolute
(continued)

This exclusion applies whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

All other terms and conditions remain unchanged.

Authorized Representative



Date April 10, 2001



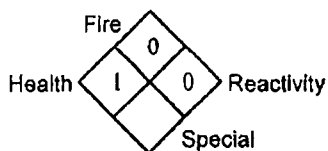
NOTICE TO POLICYHOLDERS

Enclosed is your commercial insurance policy from Chubb. The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.

If you have any questions about the attached policy or need assistance with additional insurance, contact your agent or broker. For questions about billing, call our Premium Accounting Service Center at 1-800-372-4822. Thank you for insuring through Chubb.



ATTACHMENT E
(# JB-R-0153 – JB-R-0154)



Hazard Code

- 0. Insignificant
- 1. Slight
- 2. Moderate
- 3. High
- 4. Extreme

Material Safety Data Sheet

This form complies with OSHA's Hazard Communication Standard 29 CFR 1910.1200.

U.S. Department of Labor

Occupation Safety and Health Administration

IDENTITY	
BENZ-KOOL 900	
Section I	
Manufacturer's Name	Chemtrec 24 Hour Emergency Telephone Number
Benz Oil	(800) 424-9300
Address	Telephone Number For Information
2724 W. Hampton Avenue	(414) 442-2900
Milwaukee, WI 53209	Date Prepared
	December 31, 1999
	Signature of Preparer (optional)
BENZ-KOOL 900	

Section II - Ingredients/Identity Information

Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV (TWA)	ACGIH STEL	% (approx)
4,4-dimethyloxazolidine CAS# 51200-87-4	Not listed	Not listed	Not listed	2
Distillates (petroleum), hydrotreated heavy naphthenic CAS# 64742-52-5	5 mg/M3	5 mg/M3	10 mg/M3	20-30
2-Aminoethanol CAS# 00141-43-5	6 mg/m3	7.5 mg/m3	15 mg/m3	1-5
Boric Acid CAS# 10043-35-3	15 mg/m3	N/A	N/A	1-5

SARA Section 313 Toxic Chemical Release Reporting: Not Applicable, no title 313 reportable chemicals are present in this product at greater than 1% (or 0.1% for Carcinogens). OSHA & ACGIH have set the exposure limit for mineral oil at 5 mg/M3 for all mist in air.

Section III - Physical/Chemical Characteristics

Bolling Point (minimum)	212°F	Specific Gravity (H ₂ O = 1)	1.00
Vapor Pressure (mm Hg)	n/a	pH	9.2
Vapor Density (AIR = 1)	>1	Evaporation Rate	slower than ether

Solubility in Water

Completely soluble in water at room temperature

Appearance & Odor

Straw colored fluid with mild amine odor

Section IV - Fire and Explosion Hazard Data

Flash Point (C.O.C.) °F	Flammable Limits	LEL	UEL
NA		NA	NA

Extinguishing Media

Carbon dioxide, water, spray, foam, dry chemical

Special Fire Fighting Procedures

Use self contained breathing apparatus for fighting fires in enclosed areas.

Unusual Fire and Explosion Hazards

Exposure to extreme heat could cause drums to rupture.

Section V - Reactivity Data

Stability	Unstable		Conditions to Avoid	NA
	Stable	X		

Incompatibility (Materials to Avoid)

Avoid contact with strong oxidizers such as chlorine gas.

Hazardous Decomposition or Byproducts Toxic levels of ammonia, carbon monoxide, irritating aldehydes and ketones may be formed on burning in a limited air supply.

Hazardous Polymerization	May Occur		Conditions to Avoid	NA
	Will Not Occur	X		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? X	Skin? X	Ingestion? X
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Health Hazards (Acute and Chronic)

Product contacting the eyes may cause irritation. Repeated skin contact may cause skin irritation. Inhalation of vapors or mists in excess of permissible levels may cause irritation of nose and throat, headache, nausea and drowsiness. Prolonged or repeated overexposure may result in the absorption of potentially harmful amounts of hazardous ingredients as listed in Section II. Ingestion may cause abdominal discomfort, nausea and diarrhea.

Carcinogenicity:	NTP? NO	IARC Monographs? NO	OSHA Regulated? NO
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Signs and Symptoms of Exposure Reddening and irritation of eyes or skin

Medical Conditions Generally Aggravated by Exposure

Repeated overexposure to hazardous ingredients may aggravate existing kidney disease.

Emergency and First Aid Procedure Skin contact: Wash with a mild soap containing lanoline or other emollients. Ingestion: If patient is conscious give two glasses of water. Induce vomiting as directed by a physician.

Eye contact: Flush eyes with clear water for 15 minutes and contact a physician if irritation persists.

Section VII - Precautions for Safe Handling and Use**Steps to be Taken in Case Material is Released or Spilled**

Recover free product. Add sand, earth, or other absorbent to spill.

Minimize skin contact. Keep product out of sewers and waterways.

Advise authorities if product has or may enter sewers, watercourses or extensive land areas.

Waste Disposal Method

Dispose of material in a licensed landfill or incineration facility in accordance with local, state, and federal regulations for used coolants.

Precautions to be Taken in Handling and Storage

"Empty" containers retain residual coolant and vapors. Do not pressurize, cut, weld, solder, drill, grind or expose drums to other ignition sources.

Section VIII - Control Measures

Respiratory Protection (Specify Type) Organic vapor mask should be used if mechanical ventilation is insufficient to meet exposure limits for hazardous materials.

Ventilation	Local Exhaust	X	Special	NA
	Mechanical(General)	To meet TLV	Other	NA

Protective Gloves

Use chemical resistant gloves to avoid prolonged or repeated skin contact.

Other Protective Clothing or Equipment

Use splash goggles or face shield when eye contact may occur.

Use chemical resistant apron to avoid contaminating regular clothing if needed.

Work/Hygienic Practices

Workers should wash exposed skin several times with soap and water. Soiled work clothing should be laundered or dry-cleaned.